

A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, MARCH 10, 2020 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

City Council Mission: Use democracy to govern the City efficiently and effectively to accomplish the City's mission.

Please note: The City Council may take up items out of the order shown on any Agenda. The City Council reserves the right to discuss all or part of any item in an executive session at any time during a meeting or work session, as necessary and allowed by state law. Votes or final decisions are made only in open Regular or Special meetings, not in either a work session or executive session.

INVOCATION: Gene Shelburne, Anna Street Church of Christ

PROCLAMATION: "Transit Driver Appreciation Day"

PUBLIC ADDRESS

(For items on the agenda for City Council consideration)

AGENDA

1. City Council will discuss or receive reports on the following current matters or projects.
 - A. Review agenda items for regular meeting and attachments;
 - B. Update on Point-in-Time (PIT) Count;
 - C. Coronavirus Update; and
 - D. Request future agenda items and reports from City Manager.

2. **CONSENT ITEMS:**

It is recommended that the following items be approved and that the City Manager be authorized to execute all documents necessary for each transaction:

THE FOLLOWING ITEMS MAY BE ACTED UPON BY ONE MOTION. NO SEPARATE DISCUSSION OR ACTION ON ANY OF THE ITEMS IS NECESSARY UNLESS DESIRED BY A COUNCILMEMBER, IN WHICH EVENT THE ITEM SHALL BE CONSIDERED IN ITS NORMAL SEQUENCE AFTER THE ITEMS NOT REQUIRING SEPARATE DISCUSSION HAVE BEEN ACTED UPON BY A SINGLE MOTION.

A. **CONSIDER APPROVAL – MINUTES:**

Approval of the City Council minutes for the regular meeting and work session held on February 25 and March 3, 2020, respectively.

B. **CONSIDERATION OF ORDINANCE NO. 7840:**

(Contact: Cris Valverde, Assistant Director of Planning and Development)
This item is the second and final reading of an ordinance rezoning a 4.81 acre tract of unplatted land in Section 140, Block 2, A.B.&M. Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Heavy Commercial District and Residential District 1 to General Retail District. (Vicinity: Southeast 34th Avenue and Osage Street.)

C. **CONSIDER APPROVAL – GRANT APPLICATION FOR TEXAS DEPARTMENT OF AGRICULTURE SUMMER FOOD SERVICE PROGRAM:**

(Contact: Juliana Kitten, Community Development Director)

This item is consideration of the 2019/2020 application to the Texas Department of Agriculture for funding of the Summer Food Service Program.

- D. **CONSIDER APPROVAL – AGREEMENT TO FURNISH FOOD BETWEEN AMARILLO INDEPENDENT SCHOOL DISTRICT AND THE CITY OF AMARILLO:**
(Contact: Juliana Kitten, Community Development Director)
This item is consideration of an agreement to furnish food between the Amarillo Independent School District (AISD) and the City of Amarillo as part of the Texas Department of Agriculture 2020 Summer Food Service Program.
- E. **CONSIDER AWARD – MOTOR FUEL ANNUAL CONTRACT:**
(Contact: Trent Davis, Purchasing Director)
Award to Davidson Oil -- \$540,799.80
This item is the motor fuel annual contract.
- F. **CONSIDER AWARD – TRANSFORMER BASE POLES:**
(Contact: Trent Davis, Purchasing Agent)
Award to Wildcat Electric Supply, Inc. -- \$51,270.00
This item is for replacement highway poles and arms that hold the luminaries for lights on I-40 and I-27.
- G. **CONSIDER AWARD – PURCHASE OF BALLISTIC VESTS FOR POLICE DEPARTMENT:**
(Contact: Trent Davis, Purchasing Agent)
Award to Aspetto, Inc. -- \$133,000.00
This award consists of the purchase of ballistic vests for the Amarillo Police Department Officers and Civilians, Amarillo Police Department Recruits, City of Amarillo Rick Husband International Airport Police.
- H. **CONSIDER AWARD – POLY CARTS:**
(Contact: Raymond Lee, Public Works Director)
Award to Rehrig Pacific Company -- \$92,670.90
This item is the purchase of curbside carts for the automated curbside collection program. It will enable the Solid Waste Division to provide collection of trash in those neighborhoods that are currently served by hand collection, unsafe or narrow alleyways, or by dumpsters set in streets or front yards.
- I. **CONSIDER APPROVAL – WELL FIELD PUMPS, MOTORS AND CABLE CONTRACT:**
(Contact: Jonathan Gresham, Director of Utilities)
This item considers approval of purchase of Pumps, Motors, and Cable for the total of \$483,870.29. This contract allows for the purchase of needed supplies to maintain the Carson, Potter, and SW well fields.
- J. **CONSIDER APPROVAL – PROFESSIONAL SERVICES CONTRACT:**
(Contact: Jonathan Gresham, Director of Utilities)
Award to SL-serco, Inc. -- \$265,964.00
This agreement is for Professional Services by SL-serco Inc., in the amount not to exceed \$265,964 for the Design and Build phase of the Advanced Metering Infrastructure (AMI). In this phase SL-serco will finalize the processes for policies and integration to Tyler software. SL-serco will create a Management Plan for the change in operations to the AMI system. Working with City staff SL-serco will also develop requirements for the smart meters and their installation into the system.
- K. **CONSIDER APPROVAL – LEASE AGREEMENT:**
(Contact: Jonathan Gresham, Director of Utilities)
This item considers acceptance of the lease in Section 37, Carson County dry land farming. Proposed bid is for \$23,360.00 per year for five years to be awarded to Lacy John Kotara of Kotara Farms.

- L. **CONSIDER PURCHASE – 4X4 PICKUPS:**
(Contact: Jason Jupe, Fleet Services Assistant Superintendent)
Award to Caldwell Country Chevrolet -- \$90,133.00
This item is the scheduled replacement of unit 7326, 2011 Ford Expedition and unit 7598, 2013 Chevrolet Suburban. The new pickups will be used for the daily operational requirements of the Fire Marshalls Office and the Fire Department. Units 7326 and 7598 have reached or exceeded their usable life cycle.
- M. **CONSIDER AWARD – PROFESSIONAL SERVICES AGREEMENT:**
(Contact: Rich Gagnon, Information Technology)
Award to Amarillo Media Systems, LLC -- \$300,000.00
This three-year agreement will provide audio/video design and implementation services for City departments.
- N. **CONSIDER AWARD – SELF-CONTAINED BREATHING APPARATUS (SCBA):**
(Contacts: Sam Baucom, Deputy Fire Chief and Chief Price Robinson)
Award to Casco Industries -- \$1,318,319.50
Consideration to authorize the purchase of Certified NFPA 1981 Compliant Firefighter Self-Contained Breathing Apparatus (SCBA) to replace air-supplying respirator equipment used during fires and other hazardous atmosphere events.
- O. **CONSIDER AWARD – LANDFILL ENGINEERING PROFESSIONAL SERVICES AGREEMENT:**
(Contact: Raymond Lee, Public Works Director)
Award to Parkhill, Smith & Cooper and HDR -- \$383,855.00
This item is for the approval of an agreement with Parkhill, Smith & Cooper for Landfill Professional Services and Operational Review. Services include: Groundwater Monitoring & Reporting, Landfill Gas Reporting & Oversight, Airspace Calculations and Long Term Landfill Development Planning, Texas Commission on Environmental Quality Reporting, and other miscellaneous on-call services.
- P. **CONSIDER SALE – PROPERTY:**
(Contact: Michelle Bonner, Deputy City Manager)
Sheriff Sale properties located in Potter County.
3. **NON-CONSENT ITEMS:**
- A. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7841:**
(Contact: Cris Valverde - Assistant Director of Planning and Development Services)
This item is the first reading and public hearing of an ordinance rezoning a 0.30 acre tract of unplatted land in Section 31, Block 9, B.S.&F. Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to General Retail District. (Vicinity: Loop 335 and I-27.)
- B. **CONSIDER RESOLUTION – AUTHORIZING THE CITY TO SEEK AND DISTRIBUTE STATE FUNDS FOR THE 2020 WORKING RANCH COWBOYS ASSOCIATION’S WORLD CHAMPIONSHIP RANCH RODEO:**
(Contact: Sherman Bass, Civic Center Manager)
This resolution authorizes the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes for the qualifying event.
- C. **CONSIDER RESOLUTION – SUBMISSION OF GOVERNOR’S CRIMINAL JUSTICE DIVISION GRANT APPLICATION:**
(Contact: Asst. Chief Ken Funtek)
This item considers approval of a resolution authorizing the City Manager to apply for FY2021 PSN grant funds to implement projects to improve shooting investigations and reduce gun violence in the city.

D. **CONSIDER APPROVAL – SOUTHWESTERN PUBLIC SERVICE SALE AND PURCHASE OF WATER AGREEMENT:**

(Contact: Floyd Hartman, Assistant City Manager)

This item considers approval of the Revised Agreement for Sale and Purchase of Water between the City of Amarillo and Southwestern Public Service Company.

E. **EXECUTIVE SESSION:**

City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters:

- 1) Section 551.074 – Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act.
 - (a) Discussion of Municipal Court Judge Laura Hamilton's performance evaluation.
- 2) Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position:
 - (a) Discuss property located within the Tax Increment Reinvestment Zone #1 Boundary.
 - (b) Lease negotiations for the retail space at the downtown Parking Garage.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (601 South Buchanan Street) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3013 or the City TDD number at 378-4229.

Posted this 6th day of March 2020.

Regular meetings of the Amarillo City Council stream live on Cable Channel 10 and are available online at:

<http://amarillo.gov/city-hall/city-government/view-city-council-meetings>

Archived meetings are also available.



STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 25th day of February 2020, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

- | | |
|---------------|-----------------------------------|
| GINGER NELSON | MAYOR |
| ELAINE HAYS | COUNCILMEMBER NO. 1 |
| FREDA POWELL | MAYOR PRO TEM/COUNCILMEMBER NO. 2 |
| EDDY SAUER | COUNCILMEMBER NO. 3 |
| HOWARD SMITH | COUNCILMEMBER NO. 4 |

Absent were none. Also in attendance were the following administrative officials:

- | | |
|-------------------|-------------------------------|
| JARED MILLER | CITY MANAGER |
| MICHELLE BONNER | DEPUTY CITY MANAGER |
| BRYAN MCWILLIAMS | CITY ATTORNEY |
| STEPHANIE COGGINS | ASSISTANT TO THE CITY MANAGER |
| FRANCES HIBBS | CITY SECRETARY |

The invocation was given by Bob Schroeder, Hillside Christian Church. Mayor Nelson led the Pledge of Allegiance.

A proclamation was presented for "Black History Month."

Mayor Nelson established a quorum, called the meeting to order, welcomed those in attendance and the following items of business were conducted:

PUBLIC ADDRESS

There were no comments.

ITEM 1:

- A. Review agenda items for regular meeting and attachments;
- B. Reports and updates from City Councilmembers serving on outside Boards: Amarillo Local Government Corporation; and
- C. Request future agenda items and reports from City Manager.

CONSENT ACTION ITEMS:

ITEM 2: Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Motion was made by Councilmember Powell to approve the consent agenda as presented, seconded by Councilmember Sauer:

- A. **MINUTES:**
Approval of the City Council minutes for the regular meetings held on February 18, 2020.
- B. **CONSIDERATION OF ORDINANCE NO. 7837 – 2018/2019 BUDGET AMENDMENT:**
(Contact: Laura Storrs, Finance Director)
This is the second and final reading of an ordinance to amend the City of Amarillo 2018/2019 Budget.
- C. **CONSIDERATION OF ORDINANCE NO. 7838:**
(Contact: Andrew Freeman, Director of Planning and Development Services)
This item is the second and final reading and public hearing on an ordinance amending the adopted Comprehensive Plan of the City of Amarillo, Texas by adding the San Jacinto Neighborhood Plan as a component; providing for severability; providing for repealer; and providing for publication and providing an effective date.

- D. **CONSIDERATION OF ORDINANCE NO. 7839:**
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)
This item is the second and final reading and public hearing of an ordinance rezoning Lot 2C, Block 70, Ridgecrest Unit No. 42, the remaining portion of Lot 2, Block 70, Ridgecrest Unit No. 19, and the remaining portion of Lot 2J, Block 70, Ridgecrest Unit No. 47, in Section 7, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from General Retail District to Planned Development District 393 for outdoor ATV sales. (Vicinity: Bell Street and Southwest 45th Avenue.)
- E. **CONSIDER AWARD – HEALTHY TEXAS MOTHERS AND BABIES GRANT:**
(Contact: Casie Stoughton, Director of Public Health)
Grant Amount – \$117,000.00
Grantor: Texas Department of State Health Services
This item accepts the award from the Texas Department of State Healthy Services from September 1, 2020 thru August 31, 2021 to continue funding to support activities under the Healthy Texas Mothers and Babies Grant.
- F. **CONSIDER AWARD – IMMUNIZATION GRANT:**
(Contact: Casie Stoughton, Director of Public Health)
Grantor: Texas Department of State Health Services
Grant Amount – \$261,049.00
This item accepts the award from the Texas Department of State Health Services from September 1, 2020 thru August 31, 2021 to continue funding to prevent and control the transmission of vaccine-preventable diseases in children and adults, with emphasis on accelerating strategic interventions to improve their vaccine coverage levels.
- G. **CONSIDER AWARD – PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT:**
(Contact: Casie Stoughton, Director of Public Health)
Grantor: Texas Department of State Health Services
Grant Amount – \$256,077.00
This item accepts the award from the Texas Department of State Health Services from July 1, 2020 thru June 30, 2021 to continue funding to provide all hazards planning and Strategic National Stockpile coordination for Potter and Randall Counties.
- H. **CONSIDER AWARD – TUBERCULOSIS STATE GRANT:**
(Contact: Casie Stoughton, Director of Public Health)
Grantor: Texas Department of State Health Services
Grant Amount – \$65,793.00
This item accepts the award from the Texas Department of State Health Services from September 1, 2020 thru August 31, 2021 to continue funding to prevent and control the transmission of active and latent tuberculosis.
- I. **CONSIDER AWARD – HANSEN’S GRANT:**
(Contact: Casie Stoughton, Director of Public Health)
Grant Amount: \$18,500.00
Grantor: Texas Department of State Health Services
This item accepts the award from the Texas Department of State Health Services from April 1, 2020 thru March 31, 2021 to continue funding to prevent and control the transmission of Hansen’s Disease.
- J. **CONSIDER AMENDMENT – INCREASE PROFESSIONAL SERVICES AGREEMENT WITH SCHRICKEL ROLLINS | PSC RELATED TO CHANGES IN SCOPE FOR THOMPSON PARK POOL:**
(Contact: Michael Kashuba, Director of Parks and Recreation)
Amended amount with Schrickel Rollins | PSC – \$217,500.00
This item is an amendment to the professional services agreement with Schrickel Rollins | PSC for the design of an aquatics facility to be located in Thompson Park.

- K. **CONSIDER AWARD – AGRICULTURE PESTICIDES AND CHEMICALS SUPPLY AGREEMENT:**
 (Contact: Trent Davis, Purchasing Agent)
 Awarded to: Pro Chem Sales – \$16,151.76
 This award is to correct an error in award made to the incorrect vendors on three-line items for Agriculture Pesticides and Chemicals Annual Supply Agreement. Award should have been made to the local vendor utilizing the local 5% Preference.
- L. **CONSIDER APPROVAL – ADDENDUM TO AGREEMENT FY 16/17 – FY 20/21 COMMUNITY INVESTMENT PROGRAM I-40 AND SUNRISE DRIVE SANITARY SEWER MAIN EXTENSION:**
 (Contact: Matthew Thomas, City Engineer)
 West Texas Utility Contractors, Inc. – \$87,129.96
 This addendum is a decrease of \$55,706.04 from the original contract amount of \$142,836.00. Resulting in a new contract amount of \$87,129.96. This addendum is a reduction of the original contract amount as a result of the need for reduced capacity from what was in the original agreement.
- M. **CONSIDER APPROVAL -- XCEL/SOUTHWESTERN PUBLIC SERVICE ELECTRICAL EASEMENT:**
 (Contact: Cris Valverde, Assistant Director of Planning and Development)
 This electrical easement is being requested by Xcel Energy/Southwestern Public Service and is associated with the upcoming relocation of area Transmission lines within the Southeast Park and Comanche Trail Golf Complex.
- N. **CONSIDER APPROVAL – AMENDMENT TO AIRPORT LEASE AGREEMENT WITH TAILWIND AMA, LLC (CONCESSIONS OPERATOR):**
 (Contact: Michael W. Conner, Director of Aviation)
 This item is to approve the second amendment to the Tailwind AMA, LLC lease agreement. Tailwind operates the food/beverage concession at the Rick Husband Amarillo International Airport. This amendment will require Tailwind to install a grill hood system into the Airport terminal's gate area kitchen in exchange for a lease extension of four years. This grill hood system will allow Tailwind to produce high-demand food items, such as hamburgers and other grilled items, in the gate area kitchen. Tailwind and the Airport anticipate a significant revenue increase due to this added capability.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

NON-CONSENT ITEMS:

ITEM 3A: Mayor Nelson presented the first reading of an ordinance rezoning a 4.81 acre tract of unplatted land in Section 140, Block 2, A.B.&M. Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Heavy Commercial District and Residential District 1 to General Retail District. (Vicinity: Southeast 34th Avenue and Osage Street.) This item was presented by Andrew Freeman, Director of Planning and Development. Mayor Nelson opened a public hearing. There were no comments. Mayor Nelson closed the public hearing. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Hays, seconded by Councilmember Sauer:

ORDINANCE NO. 7840

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF BELL STREET AND SOUTHWEST 45TH AVENUE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 3B: Mayor Nelson presented an item which considers approval of a resolution authorizing the Deputy City Manager to apply for FY20 SHSP grant funds to implement projects entitled FY20 Regional Bomb Squad Response Vehicle (LETPA). This item was presented by Max Dunlap, Deputy Director Emergency Management. Sgt. David James, Amarillo Police Department Bomb Squad Supervisor also spoke on this item. Motion was made that the following captioned resolution be passed by Councilmember Powell, seconded by Councilmember Smith:

RESOLUTION NO. 02-25-20-1

A RESOLUTION BY THE CITY OF AMARILLO CITY COUNCIL:
AUTHORIZING THE SUBMISSION OF AN FY20 GRANT APPLICATION
TO THE OFFICE OF THE GOVERNOR'S HOMELAND SECURITY
GRANT DIVISION (HSGD); DESIGNATING THE CITY MANAGER TO
ACT AS THE CITY'S AUTHORIZED OFFICIAL IN ALL MATTERS
PERTAINING TO THE CITY'S PARTICIPATION IN THE FY20
HOMELAND SECURITY GRANT PROGRAM.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 3C: Mayor Nelson presented an item approving a resolution and fixed cost agreement is the City's required participation in accordance with Texas Administrative Code (TAC) Title 43 Section 15.55 for Right-of-Way procurement and reimbursable utility relocations for the project. Reimbursable utility relocations will include private utilities such as gas, electric, communications and relocations of any City utilities that are in TxDOT right of way and existed prior to the procurement of the right of way. Any required relocation of City owned utilities will be separate agreements with TxDOT when TxDOT develops the final construction plans. This item was presented by Kyle Schniederjan, P.E., Director of Capital Projects & Development. Motion was made that the following captioned resolution be passed by Councilmember Powell, seconded by Councilmember Smith:

RESOLUTION NO. 02-25-20-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO,
TEXAS: APPROVING AGREEMENT TO CONTRIBUTE RIGHT OF WAY
FUNDS (FIXED PRICE) WITH THE TEXAS DEPARTMENT OF
TRANSPORTATION TO MAKE IMPROVEMENTS AND ACQUIRE
RIGHT OF WAY AND ADJUST UTILITIES FOR A PROJECT ON
HIGHWAY NO. SL 335 FROM SOUTHWEST 9TH TO FM 1719;
PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE
AND EFFECTIVE DATE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 3D: Mayor Nelson presented an item authorizing the Amarillo EDC to execute all necessary documents for the purchase of land located at South Georgia Street and Loop 335 in Amarillo. The purchase is for \$105,323.00, plus closing costs and related expenses. This item was presented by Kevin Carter, President & CEO of Amarillo EDC. Motion was made to approve this item by Councilmember Powell, seconded by Councilmember Sauer.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 3E: Mayor Nelson stated Laura Storrs, Finance Director would present a brief review of the City of Amarillo's Comprehensive Annual Financial Report for the year ending September 30, 2019. Mayor Nelson thanked Audit Finance Committee members Councilmembers Sauer and Hays for their time. Motion was made to approve this item by Councilmember Powell, seconded by Councilmember Sauer.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 3F: Mr. McWilliams advised at 2:46 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Section 551.071 - Consult with the attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter. (a) Contract

negotiations - Xcel Reclaim Water; 2) Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position: (a) Discuss property located within the Tax Increment Reinvestment Zone #1 Boundary; and 3) Section 551.074 – Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act. (a) Discussion of City Manager Jared Miller's performance evaluation.

Mr. McWilliams announced that the Executive Session was adjourned at 4:00 p.m. and recessed the Regular Meeting.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 3rd day of March 2020, the Amarillo City Council met at 1:00 p.m. for a work session meeting held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

GINGER NELSON	MAYOR
ELAINE HAYS	COUNCILMEMBER NO. 1
FREDA POWELL	MAYOR PRO TEM/COUNCILMEMBER NO. 2
EDDY SAUER	COUNCILMEMBER NO. 3
HOWARD SMITH	COUNCILMEMBER NO. 4

Absent were none. Also in attendance were the following administrative officials:

JARED MILLER	CITY MANAGER
MICHELLE BONNER	DEPUTY CITY MANAGER
BRYAN MCWILLIAMS	CITY ATTORNEY
STEPHANIE COGGINS	ASSISTANT TO THE CITY MANAGER
FRANCES HIBBS	CITY SECRETARY

The invocation was given by Rev. Herman Moore, Carter Chapel Primitive Baptist Church. Mayor Nelson led the Pledge of Allegiance.

Mayor Nelson established a quorum, called the meeting to order, welcomed those in attendance and the following items of business were conducted:

ITEM 1:

- A. Review agenda items for regular meeting and attachments;
- B. Quarterly Budget Update;
- C. Sales Tax Update;
- D. Presentation on East Gateway TIRZ #2 Progress and Discuss Possible Expansion of the Current Boundary;
- E. Update on Landfill Operational Review and Engineering Professional Services Proposal; and
- F. Request future agenda items and reports from City Manager.

NON-CONSENT ITEMS:

ITEM 2: Mr. McWilliams advised at 2:25 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Section 551.074 – Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act. (a) Discussion of Municipal Court Judge Laura Hamilton’s performance evaluation. 2) Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position: (a) Discuss property located within the Tax Increment Reinvestment Zone #1 Boundary.

Mr. McWilliams announced that the Executive Session was adjourned at 4:14 p.m. and recessed the Work Session.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

Amarillo City Council Agenda Transmittal Memo



B

Meeting Date	March 10, 2020	Council Priority	Regular Agenda Item – Public Hearing
Department/Contact	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services		

Agenda Caption

Second and final reading of an ordinance rezoning a 4.81 acre tract of unplatted land in Section 140, Block 2, A.B.&M. Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Heavy Commercial District and Residential District 1 to General Retail District. (Vicinity: SE 34th Ave. and Osage St.)

Agenda Item Summary

Proposal

Rezoning of this particular tract is being requested in order to ensure zoning and future development for this particular corner of the intersection reflects the established retail development and zoning pattern/s of the remaining intersection.

This site is being sold by the City of Amarillo and considering the above, the City was of the opinion that in order to ensure existing retail zoning patterns maintained, rezoning to a more restrictive zoning district (General Retail) should occur.

Analysis

Analysis of a zoning change request begins with referring to the Comprehensive Plan's Future Land Use and Character Map, which identifies recommended future land uses and conformance to the Neighborhood Unit Concept of development. Additionally, consideration as to what impact a particular request may have on area zoning and development patterns is taken into account.

Upon review, the Planning and Zoning Commission has determined that the request is consistent with both the Future Land Use Map and Neighborhood Unit Concept. Additionally, Planning Commissioners believe that if approved, this request will ensure the retail character is maintained while lessening impacts to residential lands uses (existing or proposed) in the area.

Requested Action/Recommendation

Notices have been sent to all property owners within 200 feet regarding this proposed rezoning. As of this writing, one area property owner has commented on the proposed rezoning. The area property owner stated that they were in favor of the more restrictive zoning.

The Planning and Zoning Commission believes the requested rezoning is appropriate and recommends **APPROVAL** as presented.

ORDINANCE NO. 7840

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF SOUTHEAST THIRTY-FOURTH AVENUE AND SOUTH OSAGE STREET, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the "Amarillo Comprehensive Plan" on October 12, 2010, which established guidelines in the future development of the community for the purpose of promoting the health, safety, and welfare of its citizens; and

WHEREAS, the Amarillo Municipal Code established zoning districts and regulations in accordance with such land use plan, and proposed changes must be submitted to the Planning and Zoning Commission; and

WHEREAS, after a public hearing before the Planning and Zoning Commission for proposed zoning changes on the property hereinafter described, the Commission filed its final recommendation and report on such proposed zoning changes with the City Council; and

WHEREAS, the City Council has considered the final recommendation and report of the Planning and Zoning Commission and has held public hearings on such proposed zoning changes, all as required by law; and

WHEREAS, the City Council further determined that the request to rezone the location indicated herein is consistent with the goals, policies, and future land use map of the Comprehensive Plan for the City of Amarillo, Texas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO:

SECTION 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. The zoning map of the City of Amarillo adopted by Section 4-10 of the Amarillo Municipal Code and on file in the office of the Planning Director is hereby amended to reflect the following zoning use changes:

Rezoning of a 4.81 acre tract of unplatted land in Section 140, Block 2, A.B.&M. Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Heavy Commercial District and Residential District 1 to General Retail District, being further described in Exhibit A attached herein.

SECTION 3. In the event this Ordinance or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the Ordinance, and such remaining portions shall continue to be in full force and effect. The Director of Planning is authorized to make corrections and minor changes to the site plan or development documents to the extent that such does not materially alter the nature, scope, or intent of the approval granted by this Ordinance.

SECTION 4. All ordinances and resolutions or parts thereof that conflict with this Ordinance are hereby repealed, to the extent of such conflict.

SECTION 5. This Ordinance shall become effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First

Reading on this the 25th day of February, 2020 and PASSED on Second and Final Reading on this the 10th day of March, 2020.

Ginger Nelson, Mayor

ATTEST:

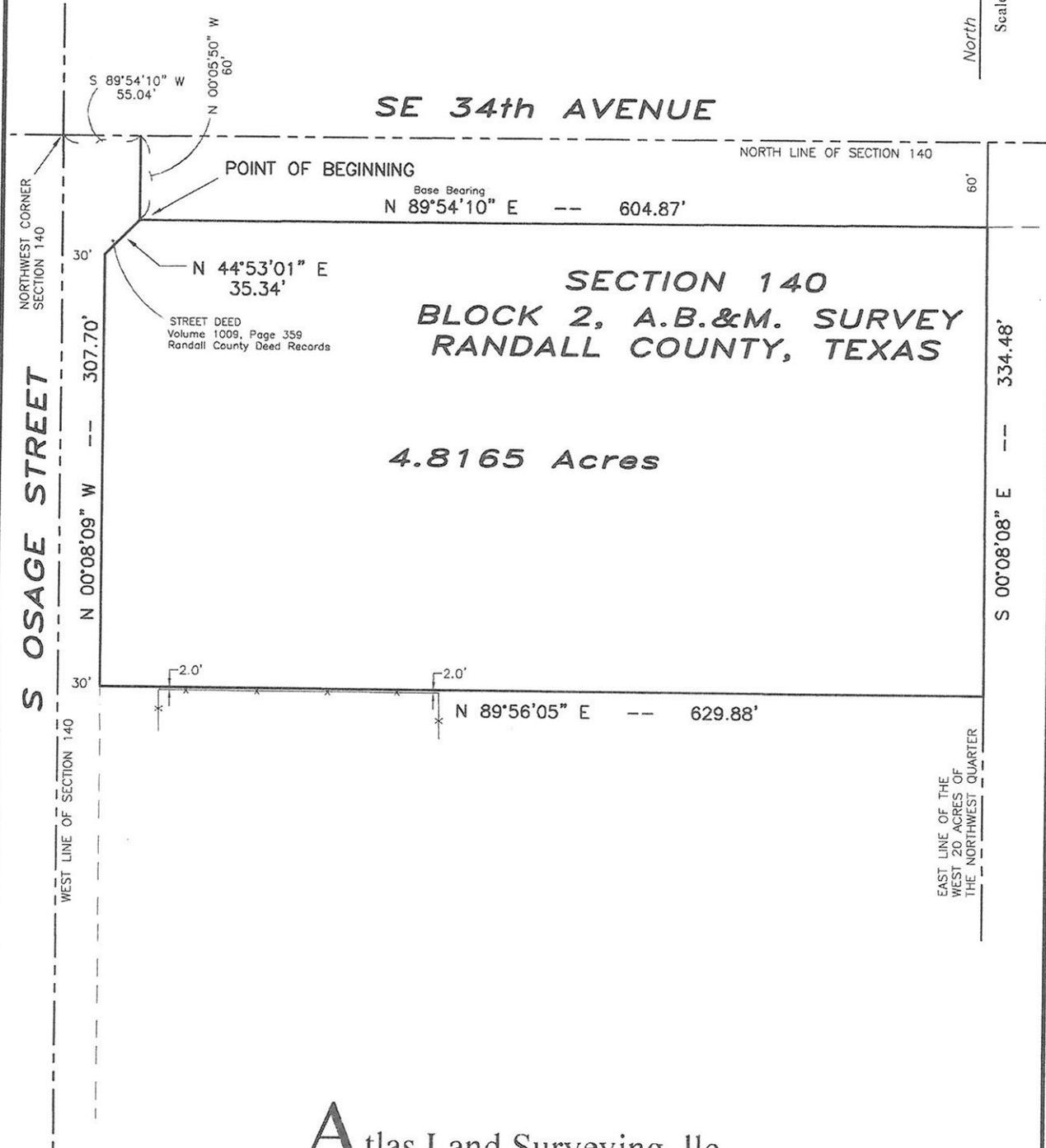
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

SKETCH

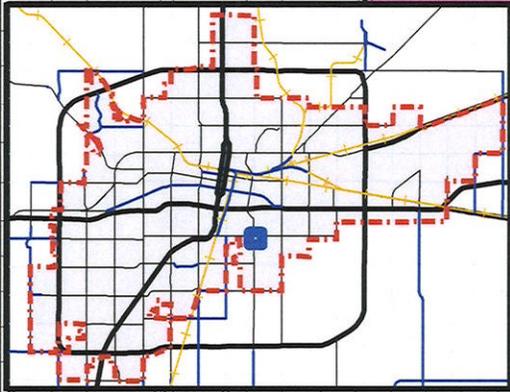
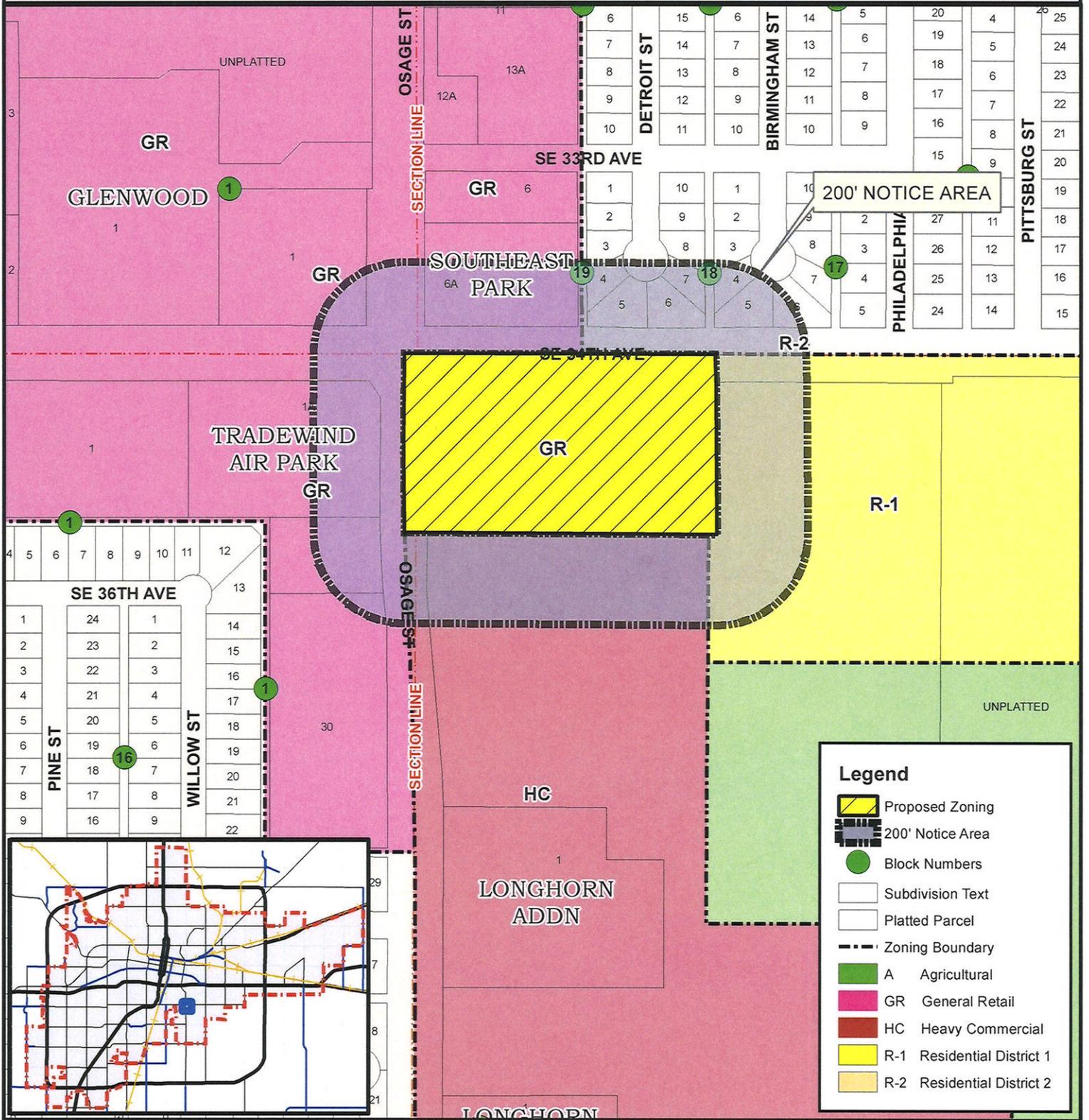
North
Scale: 1" = 100'



Atlas Land Surveying, llc

811 SW 8th Avenue * Amarillo, Texas * 79101
P.O. Box 51994 * Amarillo, Texas * 79159
806-654-0298
Firm # 10194242

REZONING FROM HC AND R1 TO GR



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 300 feet
 Date: 1/28/2020
 Case No: Z-20-01



Rezoning of a 4.81 acre tract of unplatted land in Section 140, Block 2, A.B.&M. Survey, Randall County, Texas plus one-half of all bounding Streets, Alleys, and Public Ways to change from Heavy Commercial District and Residential District 1 to General Retail District.

Applicant: City of Amarillo

Vicinity: SE 34th Ave & S Osage St

AP: P-14

DISCLAIMER: The City of Amarillo is providing this information as a public service. The information shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable; the City of Amarillo assumes no liability or responsibility for any discrepancies or errors for the use of the information provided.

e



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	March 10, 2020	Council Priority	Civic Pride, Economic Development and Redevelopment
Department	Community Development		
Contact	Juliana Kitten, Community Development Director		

Agenda Caption

CONSIDERATION – GRANT APPLICATION FOR TEXAS DEPARTMENT OF AGRICULTURE SUMMER FOOD SERVICE PROGRAM

(Contact: Juliana Kitten, Community Development Director)

This item is consideration of the 2019/2020 application to the Texas Department of Agriculture for funding of the Summer Food Service Program.

Agenda Item Summary

The Summer Food Service Program is funded through the Texas Department of Agriculture and provides free meals to children at 53 sites in low-income neighborhoods from May 26th through August 7th, 2020. The program is administered by the Community Development Department. The program locations include 11 park sites, 36 school sites, and 6 community centers including 2 WIC sites. AISD will prepare and deliver meals to each site which is staffed and supervised by the Parks and Recreation Department, school district staff, or agency staff. The program intends to serve over 250,000 meals this summer.

Requested Action

Approve the application to the Texas Department of Agriculture for grant funding of the Summer Food Service Program.

Funding Summary

The Summer Food Service Program is a reimbursement program to the City of Amarillo Community Development Department through the Texas Department of Agriculture. Reimbursement rates include administrative and operating costs.

Community Engagement Summary

All 53 meal sites are open to any child under 18 who will be served at no charge. The program is promoted through the Parks and Recreation department, radio, press releases, TX211, posters and flyers, the school district, and the Community Development website.

Staff Recommendation

Staff recommends approval of the application to the Texas Department of Agriculture for grant funding of the Summer Food Service Program.



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

February 4, 2020

CITY OF AMARILLO, CE ID 01526
Attn: Vanessa Robinson
PO Box 1971
Amarillo, TX 79105-1971

RE: REMINDER Application Packet Due Dates – Summer Food Service Program (SFSP) Program Year (PY) 2020

Dear Vanessa Robinson:

The purpose of this letter is to remind renewing Contracting Entities (CEs) of the Summer Food Service Program (SFSP) Application Packet due dates for Program Year (PY) 2020. Please review all information below as it pertains to participation in this program.

March 16, 2020

- Last day to submit SFSP Applications Packets for all CEs planning to request advance payments.

April 15, 2020

- Last day to submit SFSP Application Packets for all CEs that are in any of the below listed categories:
 - Deferred serious deficiency from administration/operation of a Child Nutrition Program in either:
 - SFSP Program Year 2019;
 - CACFP Program Years 2019 and/or 2020.

• **NOTE FOR CEs that must apply by April 15, 2020:**

- Renewing Private Non-profit Organizations must be aware that they may be required to complete the SFSP VCA Checklist. Therefore, Texas Department of Agriculture (TDA) advises all CEs that have a deferred serious deficiency from the administration/operation of a Child Nutrition Program from the previous PY and/or the current PY to complete and submit (even if previously submitted) the VCA Checklist and all required information as outlined per the chart provided at:
<http://www.squaremeals.org/Programs/SummerFeedingPrograms/HowcanIparticipateinSFSP.aspx>.

May 1, 2020

- Last day to submit SFSP Application Packets for all renewing CEs that were not determined to need a more in-depth application review based on the above outlined criteria

IMPORTANT NOTES

TDA will not review incomplete SFSP Application Packets for accuracy; TDA will only review complete Application Packets for accuracy and possible approval. A complete and correct SFSP Application Packet means that all documents are submitted; all documents are completed and all of the information on the documents is correct (Example: The information on the documents match the information in TX-UNPS.).

A complete and correct SFSP Application Packet must include: (A) all of the required checklist items (submitted and accurately completed), and (B) the Application Packet in TX-UNPS submitted for approval (with all sections accurately completed) before TDA will process the Application Packet for possible approval.

- CEs that submit an initial Application Packet after the applicable due date will not be approved to be a sponsor in the SFSP for PY 2020.
- It is in the CE's best interest to submit all Site Applications for which they intend to service during the entire SFSP program year upon initial submittal of the Application Packet for the program year. If every Site Application is submitted for approval upon the initial submittal of the Application Packet, this will expedite processing and allow as much time as possible for all necessary reviews to be completed prior to the desired start dates for each site.

Each time a Site Application is added to the Application Packet, the Budget Detail must be amended to include the addition of the site. Submitting all Site Applications upon initial submittal will allow the Budget Detail to show all costs as well as minimize the amount of times the Budget Detail and Application Packet will need to be reviewed. Piecemeal submittal of Site Applications will result in processing delays in the review of the Application Packet.

Site Applications cannot be backdated for approval prior to the requested start date of the meal service. The Application Packet must remain in submitted status for the entirety of the time should a site require a field review from Community Operations. This would mean that additional sites could not be added until the review has been completed for the currently submitted sites. As a result, Site Applications yet to be submitted for approval would be at risk of losing reimbursable meals because the Application Packet would not be available to the CE in order for Site Applications to be submitted and approved prior to the start of the desired meal service start date.

- Maximum Approvable Average Daily Participation (ADP)

Returning Summer Food Service Program (SFSP) Contracting Entities (CEs) have been notified by email of the maximum approvable Average Daily Participation (ADP) by site and meal type that TDA can approve for SFSP 2020.

This will be the maximum approvable ADP for the site by meal type for SFSP 2020. This does not mean that a CE must utilize the number, however Site Applications submitted with an ADP greater than the maximum approvable ADP will be returned. TDA may not approve ADPs greater than the ADP listed. Returned Application Packets may be resubmitted and will start over in the queue for processing.

CEs must review all Site Applications prior to initial submission in TX-UNPS to ensure that each Site Application and meal type is no greater than the maximum approvable ADP determined by TDA.

If a CE begins operations and notices a sustained level of participation that is greater than their historical highest monthly ADP, an increase in ADP may be requested by amending and submitting the Site Application for approval. Requests to increase the ADP should be made only after meal service has begun by submitting the request by entering the requested amount in the Site Application and submitting it for approval. In order to ensure timely processing of the request to increase ADP, adequate justification and/or additional information for the increase in ADP should be provided in question 36 of the Site Application. All ADP increase requests over 20% of the approved ADP will require a compliance site review as part of the approval process. The request to increase ADP will not be considered by TDA if a claim for the applicable month has already been filed.

STATEWIDE WAIVER REQUESTS

Background: On October 11, 2018, USDA provided guidance to the States regarding the status of nationwide waivers of statutory and regulatory requirements in the Summer Food Service Program (SFSP 01-2019), Summer Food Service Program Memoranda Rescission. This guidance rescinded several longstanding, nationwide waivers that streamlined the operation of the SFSP.

Update: On November 20, 2019, the Texas Department of Agriculture (TDA) requested statewide waivers for PY 2020 from USDA of the federal regulations related to first week site visits, time restrictions for meal service, and area eligibility for closed enrolled sites. TDA will update this information once USDA responds to TDA's requests for these statewide waivers.

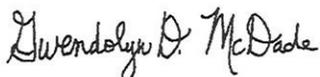
Reminder: In October 2018, USDA also rescinded the waiver that allowed private nonprofit organizations to use "offer versus serve" (OVS) in the SFSP. TDA did not request a statewide waiver of OVS. Therefore, OVS will only be available to School Food Authorities (SFAs) operating the SFSP. Non-SFAs should understand that OVS is no longer allowed. SFA's wishing to use OVS must meet the meal pattern requirements for National School Lunch Program and School Breakfast Program.

ADDITIONAL INFORMATION

- SFSP Forms - SFSP Forms are available for download at:
<http://www.squaremeals.org/Programs/SummerFeedingPrograms/SummerFeedingAdministrationForms.aspx>.

Technical Assistance is available by contacting your local Education Service Center, or by calling 1-877-TEX-MEAL (839-6325).

Sincerely,



Gwendolyn D. McDade, CPA
Administrator for Food and Nutrition
GM/TC/cb



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	March 10, 2020	Council Priority	Civic Pride, Economic Development and Redevelopment
Department	Community Development		
Contact	Juliana Kitten, Community Development Director		

Agenda Caption

CONSIDERATION – AGREEMENT TO FURNISH FOOD BETWEEN AMARILLO INDEPENDENT SCHOOL DISTRICT AND THE CITY OF AMARILLO

(Contact: Juliana Kitten, Community Development Director)

This item is consideration of an agreement to furnish food between the Amarillo Independent School District (AISD) and the City of Amarillo as part of the Texas Department of Agriculture 2020 Summer Food Service Program.

Agenda Item Summary

The Summer Food Service Program is funded through the Texas Department of Agriculture and provides free meals to children at 53 sites in low-income neighborhoods from May 26th through August 7th, 2020. The program is administered by the Community Development Department. The program locations include 11 park sites, 36 school sites, and 6 community centers including 2 WIC sites. AISD will prepare and deliver meals to each site which is staffed and supervised by the Parks and Recreation Department, school district staff, or agency staff. The program intends to serve over 250,000 meals this summer.

Requested Action

Approve the agreement to furnish food between AISD and the City of Amarillo as part of the Texas Department of Agriculture 2020 Summer Food Service Program.

Funding Summary

The Summer Food Service Program is a reimbursement program to the City of Amarillo Community Development Department through the Texas Department of Agriculture. Reimbursement rates include administrative and operating costs.

Community Engagement Summary

All 53 meal sites are open to any child under 18 who will be served at no charge. The program is promoted through the Parks and Recreation department, radio, press releases, TX211, posters and flyers, the school district, and the Community Development website.

Staff Recommendation

Staff recommends approval of the agreement to furnish food between AISD and the City of Amarillo.

AGREEMENT TO FURNISH FOOD

THIS AGREEMENT is made and entered into by and between **AMARILLO INDEPENDENT SCHOOL DISTRICT (AISD)** and the **CITY OF AMARILLO, TEXAS (CITY)**.

AISD agrees to supply unitized meals inclusive of milk to the **CITY** with and for the rates herein listed:

Breakfasts	\$ <u>NA</u> each	Lunches	\$ <u>3.20</u> each
Snacks	\$ <u>0.90</u> each	Supper	\$ <u>NA</u> each

CITY agrees that the minimum order for any site shall be not less than five (5) lunches, however any order under ten (10) lunches shall be picked up by city personnel. AISD will deliver any and all orders of 10 or more lunches.

It is further agreed that **AISD**, pursuant to the provisions of the Summer Food Service Program Regulations, which are part of this Agreement by reference, will ensure that said meals meet with minimum requirements as to nutritive value and content, and will maintain full and accurate records that the **CITY** will need to meet its grant reporting obligations including the following:

1. Menu Records, including amount of food prepared.
2. Meals, including daily number of meals delivered by type.

These records must be reported to the **CITY** promptly at the end of the month. **AISD** agrees also to retain records required under the preceding clause for a period of three years and 90 days after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the program available to representatives of the U.S. Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

Locations of food preparation center(s):
Caprock High School, 3001 E 34th Ave, Amarillo, Texas
Sanborn Elementary School, 700 S. Roberts St, Amarillo, Texas

Each party to this agreement making any payment shall do so from current available revenues.

This Agreement shall be effective as of May 26, 2020 and end on August 7, 2020. It may be terminated by written notice by either party to the other, at least 30 days prior to the date of termination.

Agreed to _____ day of _____ 2020.

AMARILLO INDEPENDENT SCHOOL DISTRICT

Pati Buchenau, Chief Operations Officer

CITY OF AMARILLO

Jared Miller, City Manager

E



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 10, 2020	Council Priority	N/A
Department	Various		
Contact	Trent Davis – Purchasing Director		

Agenda Caption

Award – Topping off Motor Fuel Annual Contract

Recommend award to Davidson Oil for an estimated amount of \$540,799.80. The City purchases fuel based off of Oil Price Information Service (OPIS) Vendors summit pricing back to the City based on a markup the vendor charges on the gallon of fuel. The City pays the vendor for the fuel and the markup for the fuel. This award is for a markup price of \$53,327.34 for all fuel. Based on the price of a gallon of fuel today the total amount to be spent for all fuel on this contract would be \$540,799.80. This contract has a provision allowing Randall County to utilize this contract to purchase their fuel. Randall County will order and pay for their own delivery of fuel. This allows the City and Randall County with a better price in obtaining fuel.

Agenda Item Summary

Award of Topping Off Motor Fuel Annual Contract to be used by various City Departments.

Requested Action

Consider approval and award for the Topping Off Motor Fuel Annual Contract

Funding Summary

Funding for this award is available in the Fire, Airport, Ross Rogers, Comanche, Parks, Hollywood Road, and River Road 51800 department’s motor fuel account.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends award of this contract.

Bid No. 6716 MOTOR FUEL TOPPING OFF ANNUAL CONTRACT
Opened 4:00 p.m. February 6, 2020

To be awarded as one lot

DAVIDSON OIL

Line 2 Rick Husband International Airport
rental car facility gasoline, per
specifications

102,000 ga

Unit Price \$0.180

Extended Price 18,360.00

Line 3 Diesel Topping Off for various
locations, per specifications

81,526 ga

Unit Price \$0.180

Extended Price 14,674.68

Line 4 Gasoline, Topping Off various
locations, per specifications

15,728 ga

Unit Price \$0.180

Extended Price 2,831.04

Line 5 Diesel, Randall County, per
specifications

66,881 ga

Unit Price \$0.180

Extended Price 12,038.58

Line 6 Gasoline, Randall County, per specifications

30,128 ga

Unit Price \$0.180

Extended Price 5,423.04

Bid Total 53,327.34

Award by Vendor 540,799.80



F

Amarillo City Council Agenda Transmittal Memo



Meeting Date	3/10/2020	Council Priority	Fiscal Responsibility
Department	Central Stores		
Contact	Trent Davis Purchasing Agent		

Agenda Caption

CONSIDER AWARD – Bid #6725 Transformer Base Poles

Wildcat Electric Supply Inc \$51,270.00

Agenda Item Summary

Bid #6725

These items are to consider for award of the Transformer Base Poles

Requested Action

Consider approval of the award for the Transformer Base Poles

Funding Summary

Funding is available in inventory account 1000.15400

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of award

Bid No. 6725 TRANSFORMER BASE POLES
Opened 4:00 p.m., February 20, 2020

		WILDCAT ELECTRIC	
To be awarded as one lot		SUPPLY	
Line 1 33.5' Highway Light Pole Galvanized, per specifications			
30 ea			
Unit Price	\$1,287.000		
Extended Price		38,610.00	-
Line 2 8' Luminaire Arm Highway Light, per specifications			
30 ea			
Unit Price	\$422.000		
Extended Price		12,660.00	-
Bid Total		51,270.00	-
Award by Vendor		51,270.00	
City		HOUSTON	



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 10, 2020	Council Priority	N/A
Department	Amarillo Police Department		
Contact	Trent Davis, Purchasing Agent		

Agenda Caption

Consider Award – Purchase of Ballistic Vests for Police Department – Supply Agreement
Contact: Trent Davis – Director of Purchasing

Award to: Aspetto Inc., \$133,000.00

This award consists of the purchase of Ballistic Vests for the Amarillo Police Department Officers and Civilians, Amarillo Police Department Recruits, City of Amarillo Rick Husband International Airport Police.

Agenda Item Summary

Purchase of Ballistic Vest for Police Department – Supply Agreement for the Amarillo Police Department Officers and Civilians, Amarillo Police Department Recruits, City of Amarillo Rick Husband International Airport Police.

Requested Action

Consider approval and award of Purchase of Ballistic Vest for Police Department – Supply Agreement.

Funding Summary

Funding for this award is available in the Quartermaster Inventory Balance Sheet Account 1000.15360

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of bid.

To be awarded as one lot	ASPETTO INC	HAUS INC	DANA SAFETY SUPPLY	KONOVAL LLC	BIG COUNTRY SUPPLY	BODY ARMOR OUTLET LLC	CQB SOUTH LLC	GT DISTRIBUTORS
Line 1 Ballistic Vest w/2 carriers, 1 trauma plate Level IIIA light weight, soft body armor with 2 concealable carrier systems, per specifications 175 ea								
Unit Price	\$760.000	\$495.00	\$720.000	\$780.00	\$823.00	\$835.00	\$908.00	\$1,130.00
Extended Price	133,000.00	86,625.00	126,000.00	136,500.00	144,025.00	146,125.00	158,900.00	197,750.00
Bid Total	133,000.00	86,625.00	126,000.00	136,500.00	144,025.00	146,125.00	158,900.00	197,750.00
Award by Vendor	133,000.00	DID NOT MEET SPEC	DID NOT MEET SPEC					
City	FREDERICKSBURG	DIXON	SAGINAW	TYSONS	ABILENE	SALEM	CEDAR PARK	AUSTIN

H



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 10, 2020	Council Priority	Fiscal Responsibility
Department	Solid Waste		
Contact	Raymond Lee – Public Works Director		

Agenda Caption

Award – Rehrig Pacific Company \$92,670.90
 Poly carts awarded on US Communities #00254
This item is the purchase of curbside carts for the automated curbside collection program. It will enable the Solid Waste Division to provide collection of trash in those neighborhoods that are currently served by hand collection, unsafe or narrow alleyways, or by dumpsters set in streets or front yards.

Agenda Item Summary

Purchase of curb carts for the automated curbside collection of trash.
 Award of 2,106 - 95 gallon EG Trash Cart (Rehrig Pacific Company)

Requested Action

Consider approval and award for the 95 gallon trash containers

Funding Summary

Funding for these awards are available in the Solid Waste Department Budget 1431-68630

Community Engagement Summary

NA

Staff Recommendation

City Staff is recommending approval

Bid No. 6753 95 GALLON EG TRASH CARTS
Opened 4:00 p.m., February 18, 2020

To be awarded as one lot	REHRIG PACIFIC COMPANY		
<hr/>			
Line 1 Rollout 95 gallon EG trash carts, Lid color grey, body color grey, per specifications			
2,106 ea			
Unit Price	\$42.650		
Extended Price		89,820.90	-
<hr/>			
Line 2 Freight, per specifications			
1 ea			
Unit Price	\$2,850.000		
Extended Price		2,850.00	-
<hr/>			
Bid Total		92,670.90	-
<hr/>			
Award by Vendor		92,670.90	
City	DALLAS		

I



Amarillo City Council Agenda Transmittal Memo



Meeting Date	3/10/2020	Council Priority	Long Term Plan for Infrastructure
Department	Water Production - Water Utilities		
Contact	Jonathan Gresham – Director of Utilities		

Agenda Caption

Consider Approval – Well Field Pump, Motor, and Cable Contract

Consideration of approval of purchase of Pumps, Motors, and Cable for the total of \$483,870.29. This contract allows for the purchase of needed supplies to maintain the Carson, Potter, and SW well fields.

Agenda Item Summary

Consider Approval

This purchase is an annual contract with the ability to extend each year for the next three years. This purchase is critical in maintaining the Carson, Potter and SW well fields. These well fields produce most of the groundwater for the City of Amarillo, and are critical to maintaining adequate amounts of water during peak demands. This contract will allow for the replacement of a minimum of six damaged or non functional pumps and motors and the electrical cable needed in the well fields. The repaired wells will produce approximately 9.07 million gallons of water a day. These well fields ensure the safe drinking water for the City of Amarillo.

Requested Action

Utilities staff requests the approval of the purchase of pumps, motors, and cable from Gicon Pumps and Equipment for the total of \$483,870.29

Funding Summary

This purchase will be funded from operating budget 52200.68300 R&M-Improvement.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends the approval of award.

5



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 10, 2020	Council Priority	Best Management Practices - Infrastructure
Department	Director of Utilities Office - Water Utilities		
Contact	Jonathan Gresham – Director of Utilities		

Agenda Caption

Consider Approval of Phase II of contract for SL-serco for the Design and Build Phase of an Advanced Meter Infrastructure (AMI) system for \$265,964.

Agenda Item Summary

This agreement is for Professional Services by SL-serco Inc., in the amount not to exceed \$265,964 for the Design and Build phase of the Advanced Metering Infrastructure (AMI). In this phase SL-serco will finalize the processes for policies and integration to Tyler software. SL-serco will create a Management Plan for the change in operations to the AMI system. Working with City staff SL-serco will also develop requirements for the smart meters and their installation into the system.

Requested Action

Consider approval and award of Phase II of contract to SL-serco for Professional Services for Advanced Meter Infrastructure (AMI).

Funding Summary

Funding for this contract (\$265,964) is available from the Water E&I account and was transferred to JDE#523291

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of contract to SL-serco.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas, hereinafter called "CITY," and SL-Serco, hereinafter referred to as "SERCO."

OWNER hereby engages SERCO to perform the following services, hereinafter called "PROJECT," to-wit:

Provide CITY with engineering and project management concerning the design and network operation of automated meters as more particularly described in SERCO's letter to City dated February 11, 2020, incorporated herein by reference.

SERCO accepts this engagement on the terms and conditions hereinafter set forth.

I.

SERCO agrees to accept for all services to be provided under this Agreement a fee not to exceed \$265, 964, which shall include all expenses.

II.

SERCO'S request for payment shall be in writing and of sufficient detail to fully identify the work performed. Payments will be made by CITY within thirty (30) days of receipt of billing. Late payments shall incur interest at the rate provided by law.

III.

SERCO will confer with representatives of CITY to take such steps as necessary to keep the PROJECT on schedule. CITY'S representative for purposes of this Agreement shall be Jonathan Gresham, Director of Utilities, or his designee. SERCO will begin work within five (5) days after receipt of written notification to proceed from CITY and shall complete the PROJECT within 365 days.

IV.

All of SERCO work products, including but not limited to all drawings, plans, renderings, reports, exhibits and other documents arising out of or resulting from the particular services that will be provided hereunder are instruments of service and shall remain the property of SERCO under copyright law. City shall have a royalty free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the copyrighted work for CITY purposes.

V.

SERCO agrees neither it nor its employees or subcontractors or agents will, during or after the term of this Agreement, disclose any proprietary or confidential information of CITY unless required to do so by court order or similar valid legal means. Any proprietary and confidential information received by SERCO or its employees and agents shall be used by SERCO or its employees and agents solely and exclusively in connection with the performance of the PROJECT.

VI.

SERCO agrees that CITY or its duly authorized representatives shall, until the expiration of 4 years after final payment under this Agreement, have access to and the right to examine, audit, and copy pertinent books, documents, papers, invoices and records of SERCO involving transactions related to this Agreement, which books, documents, papers, invoices and records SERCO agrees to maintain for said time period.

VII.

Any and all taxes assessed by any government body upon services or materials used in the performance of this Agreement shall be the responsibility of SERCO.

VIII.

SERCO shall furnish at SERCO'S own expense, all materials, supplies and equipment necessary to carry out the terms of this Agreement.

IX.

If SERCO is requested in writing by CITY to provide additional or out-of-scope services, SERCO and CITY will agree in writing to the nature of such services and a price for such services before any work is started.

X.

SERCO AGREES TO INDEMNIFY AND HOLD HARMLESS CITY AND ITS EMPLOYEES FROM AND AGAINST DAMAGES, CLAIMS, JUDGMENTS, COSTS, FEES, EXPENSES AND LIABILITIES INCLUDING ATTORNEY'S FEES, COURT COSTS AND INTEREST, ARISING OUT OF THE PERFORMANCE OF SERVICES BY SERCO AND OF ITS AGENTS, CONTRACTORS AND EMPLOYEES UNDER THIS AGREEMENT. SERCO SHALL BE RESPONSIBLE FOR PERFORMING THE WORK UNDER THIS AGREEMENT IN A SAFE AND PROFESSIONAL MANNER AND SHALL BE LIABLE FOR SERCO'S NEGLIGENCE AND THAT OF SERCO'S AGENTS, CONTRACTORS, AND EMPLOYEES.

XI.

SERCO will provide insurance coverage in accordance with CITY'S insurance requirements as set forth in the Certificate of Insurance Requirements attached to this Agreement and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to CITY, this Agreement may be terminated by CITY, without penalty, on written notice to SERCO. SERCO shall require statutory workman's compensation coverage of any subcontractors hired by SERCO.

XII.

SERCO shall at all times observe and comply with all applicable laws, ordinances and regulations of the state, federal and local governments which are in effect at the time of the performance of this Agreement.

XIII.

Either party shall have the right to terminate this Agreement by giving the non-terminating party seven (7) days prior written notice. Upon receipt of notice of termination, SERCO will cease any further work under this Agreement and CITY will only pay for work performed prior to the termination date set forth in the notice.

XIV.

In the event CITY finds that SERCO has not performed in conformance with the PROJECT requirements under this Agreement, SERCO will be given ten (10) days after written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these ten (10) days SERCO has failed to make the corrections, CITY may terminate this Agreement and will only owe for billings submitted prior to termination and for work accepted by CITY. All finished or unfinished documents prepared by SERCO shall be the CITY'S property.

XV.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, unavailability of equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, or other occurrences beyond the party's reasonable control ("Excusable Delay")

hereunder). In the event of such Excusable Delay, performance shall be extended as agreed to in writing by the parties.

XVI.

SERCO'S address for notice under this Agreement is as follows:

SL-Serco
Attention: Laurie Allen
322 Groveland Avenue
Minneapolis, MN 55403
Telephone: (612) 709-6107
Fax: _____
Email: Laurie.Allen@SL-serco.com

CITY'S address for notice under this Agreement is as follows:

City of Amarillo
Attention: Jonathan Gresham, P.E., C.P.M.
P. O. Box 1971
Amarillo, TX 79105-1971
Telephone: (806) 378-4265
Fax: (806) 378-4265
E-Mail: jonathan.gresham@amarillo.gov

Any notice given pursuant to this Agreement shall be effective as of the date of receipt by registered or certified mail or the date of sending by fax, or email and mailed, faxed or e-mailed to the address or number stated in this Agreement.

XVII.

All obligations of CITY are expressly contingent upon appropriation by the Amarillo City Council of sufficient, reasonably available funds.

XVIII.

SERCO shall provide experienced and qualified personnel to carry out the work to be performed by SERCO under this Agreement and shall be responsible for and in full control of the work of such personnel. SERCO agrees to perform the PROJECT hereunder as an independent contractor and in no event shall the employees or agents of SERCO be deemed employees of CITY. SERCO shall be free to contract for similar services to be performed for others while SERCO is under Agreement with CITY.

XIX.

SERCO agrees not to discriminate by reason of age, race, religion, sex, color, national origin or condition of disability in the performance of this PROJECT. SERCO further agrees to comply with the Equal Opportunity Clause as set forth in Executive Order 11246.

XX.

No modifications to this Agreement shall be enforceable unless agreed to in writing by both parties.

XXI.

CITY and SERCO hereby each binds itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

XXII.

Neither CITY nor SERCO will assign, sublet, or transfer interest in this Agreement without the prior written consent of the other. No third party will be a beneficiary under this Agreement.

XXIII.

This Agreement is entered into and is to be performed in the State of Texas. CITY and SERCO agree that the law of the State of Texas shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interruption of this Agreement. All litigation arising out of this Agreement shall be brought in courts sitting in Texas with a venue in Potter County.

XXIV.

In no event shall the making by the CITY of any payment to SERCO constitute or be construed as a waiver by the CITY of any breach of the Agreement, or any default which may then exist, nor shall it in any way impair or prejudice any right or remedy available to the CITY in respect to such breach or default.

XXV.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the parties signs.

ATTEST:

CITY OF AMARILLO
(CITY)

Frances Hibbs, City Secretary

By: _____
Jared Miller, City Manager

Date: _____

SL-serco, INC.
(SERCO)

By: Laurie Allen

Printed Name: Laurie Allen

Title: CFO

Date: 03/03/2020

Amarillo City Council Agenda Transmittal Memo



K

Meeting Date	March 10, 2020	Council Priority	Best Management Practices Infrastructure
Department	Director of Utilities Office - Water Utilities		
Contact	Jonathan Gresham –Director of Utilities		

Agenda Caption

Consideration of bid acceptance for the lease of Section 37, Carson County dry land farming. Proposed bid is for \$23,360.00 per year for five years to be awarded to Lacy John Kotara of Kotara Farms.

Agenda Item Summary

The consideration of bid acceptance is for a dry land farming lease agreement for a 320 acre tract of land, more or less, being the west half of Section 37, Block T, H&W Survey, Carson County Texas which is currently owned by the City of Amarillo. Proposed lease agreement is between the City of Amarillo and Lacy John Kotara, DBA Kotara Farms, for \$23,360 per year for an initial term of five years (\$116,800) with the option for up to three, single year renewal terms.

Requested Action

Requesting bid acceptance and lease agreement approval for Section 37 dry land farming.

Funding Summary

Revenue to be received from this proposed lease agreement is \$23,360 per year for five years, totaling \$116,800. Option for three, single year renewals can bring in up to an additional \$70,080.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending bid approval and awarding of lease agreement.

4



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 10, 2020	Council Priority	Fiscal Responsibility, Best Practices, Customer Service
Department	Public Works – Fleet Services Division		
Contact	Jason Jupe– Fleet Services Assistant Superintendent		

Agenda Caption

Consider: Purchase of 2-2500HD 4x4 Pickups

Award to: Caldwell Country Chevrolet
Buy Board Contract #601-19

Total: \$90,133.00

Agenda Item Summary

Scheduled replacement of unit 7326, 2011 Ford Expedition and unit 7598, 2013 Chevrolet Suburban. New pickups will be used for the daily operational requirements of the Fire Marshalls Office and the Fire Department. Units 7326 and 7598 have reached or exceeded their usable life cycle.

Requested Action

Recommend purchase approval of a 4x4 Crew Cab Command Scene pickup with bed topper and a 4x4 Crew Cab pickup using Buy Board Contract #601-19.

Funding Summary

Funding for this purchase will be from 61120.84100 Fleet Services Rolling Stock Fund. Cost \$47,160.00 remaining balance \$1,887,853.00 and 610024.17400.1040 Fleet Services Equipment Vehicle Replacement Fund. Cost \$42,973.00 remaining balance \$437,929.34

Community Engagement Summary

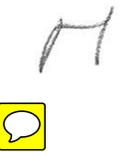
N/A

Staff Recommendation

Staff recommends approval to purchase replacement vehicles.

Bid No. 6759 CHEVROLET 3/4 TON PICKUP TRUCKS
Opened 4:00 p.m., February 26, 2020

		CALDWELL COUNTRY			
To be awarded as one lot		CHEVROLET			
Line 1 Scheduled replacement unit					
7326, 2020 Chevrolet 3/4 ton 4 wheel drive pickup, per specifications					
1	ea				
	Unit Price	\$42,573.000			
	Extended Price	42,573.00	-	-	-
Line 2 Buyboard Fee, per specifications					
1	ea				
	Unit Price	\$400.000			
	Extended Price	400.00	-	-	-
Line 3 Scheduled replacement unit					
7598, 2020 Chevrolet 4x4 Crew Cab 2500 HD pickup, per specifications					
1	ea				
	Unit Price	\$46,760.000			
	Extended Price	46,760.00	-	-	-
Line 4 Buyboard Fee, per specifications					
1	ea				
	Unit Price	\$400.000			
	Extended Price	400.00	-	-	-
Bid Total		90,133.00	-	-	-
Award by Vendor		90,133.00			
City		CALDWELL			



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 10, 2020	Council Priority	N/A
---------------------	----------------	-------------------------	-----

Department	Information Technology
-------------------	------------------------

Agenda Caption

Award – Professional Services for City of Amarillo Audio and Video Solutions:
Amarillo Media Systems, LLC -- \$300,000.00

This three-year agreement will provide audio/video design and implementation services for City departments.

Agenda Item Summary

This contract may be utilized by City departments, in coordination with the Information Technology department, to provide audio and video solutions on an as-needed basis. For the duration of the agreement and as the need arises, AMS may be asked to provide a quote for prospective audio/video projects under the terms of the contract. The contract is limited to a maximum combined cost of \$300,000 for all A/V projects completed under the Agreement or a term of 3 years, whichever occurs first.

Requested Action

Approval of award to Amarillo Media Systems, LLC in an amount not to exceed \$300,000 within the three-year term of the contract.

Funding Summary

Funding will vary by the department utilizing the contract over the three-year term. Each prospective project fulfilled under the contract will be quoted and funded independently from other projects.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.



AUDIO / VIDEO CONTRACTOR INSTALLATION AGREEMENT

This agreement made this 1st day of April 2020 by and between
The City of Amarillo, Texas (Customer) and Amarillo Media Systems, ("Contractor").

In consideration of the mutual terms, conditions and covenants hereinafter set forth,
Customer and Contractor agree as follows:

1. The Customer hereby employs the Contractor as an independent contractor, and the Contractor hereby accepts employment.
2. The term of this Agreement shall become effective upon signature by customer and shall remain in effect for three(3) years from the effective date or for an amount not to exceed \$300,000.00 whichever occurs first unless terminated earlier by the Customer stated in paragraph 3.
3. Paragraph 3 - Termination – Customer may terminate this Agreement at the Customer's convenience by providing ten (10) days written notice to Contractor. In such event, Contractor will be entitled to compensation for the services performed and materials installed up to the effective date of termination. Contractor will not be entitled to compensation for profit on services not performed.
4. Customer shall pay to the Contractor and the Contractor shall accept from the Customer as compensation for all services to be provided pursuant to this Agreement. Payment shall be made upon receipt of invoice for completed projects or request a contractor's "draw" for progressive payments of projects that will not be completed for 60 days or more from receipt of Purchase Order from the Customer.
5. The agreement is made in accordance with "Exhibit A" attached to this agreement for all materials, installation charges and sub-contractor's fees. This exhibit also details the procurement process and procedures.
6. The Contractor shall provide and maintain liability insurance for any damages caused to the Customer's property. The Contractor shall provide and maintain Worker's Compensation Insurance for all employees performing the installation. All sub-contractors will be required maintain liability and worker's compensation insurance.
7. The Contractor shall provide on an "as needed" basis the following equipment and services: Audio, Video, Lighting and Control Systems as proposed by the Contractor in its proposal submitted in reply to the Customer's Request for Proposals, all of which is incorporated herein by this reference. The systems shall be installed in accordance with professional industry standards and will perform in good working order.

8. All installed system components shall be warranted for a period of one year including parts, labor, travel, and freight charges. Warrant period will commence at the "completion date". This date shall be determined by date of final invoice. Extended manufacture warranties are offered on some products at no additional charge.

A. Speakers are warranted for five(5) years on all parts and bench labor. Removal and re-installation fees are excluded from warranty after year one.

B. Power amplifiers are warranted for three(3) years on all parts and bench labor. Removal and re-installation fees are excluded from warranty after year one.

9. If the Contractor becomes unable to perform services pursuant to this agreement by reason of illness, incapacity or death, the Contractor shall assign a qualified Company to complete the project.

10. Neither party may assign this Agreement without the express written consent of the other party.

11. The Contractor is an Independent Contractor and nothing contained in this Agreement shall be deemed or interpreted to constitute the Contractor as a partner, agent or employee of the Customer, nor shall either party have any authority to bind the other.

12. It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. no change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

13. All notices required or permitted to be given hereunder shall be in writing and may be delivered personally or by Certified Mail - Return Receipt Requested, postage prepaid, addressed to the party's last known address.

14. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this agreement to be executed as of the date first above written.

BY _____
(Customer) (Name/Please Print) (Date)

BY Beau Brown 2-21-2020
(Contractor) (Name/Please Print) (Date)

Amarillo Media Systems, LLC
City of Amarillo AV Contract
Exhibit 'A'

I. New Projects- Pricing Guidelines and Procurement Procedures:

General: Upon receiving a request to commence a project estimate, AMS will meet with the IT Department and any party involved with the project. A scope of work(SOW) and a detailed estimate of the entire project will be provided for review by AMS. The estimate will provide a complete list of materials and the installation labor for the project.

Once the estimate has been completed, the project will be submitted for final approval by the City of Amarillo IT Department and a purchase order will be submitted to AMS.

II. New projects, Installation services labor rates are for the contract term. All estimates will be calculated using the following labor rates:

A. **Consultation & Design, \$115 per hour:** This service includes on-site visits to produce a scope of work for the project. This is usually performed by one consultant with training, experience and certifications in designing an audio video solution. The service may include drawings, functional diagrams, scope of work, specifications, etc.

B. **Technician services, \$115 per hour for master technician(Tech One), \$85.00 for Journeyman(Tech Two).** Additional apprentice technicians (if required) will be billed at an hourly rate of \$65.00

C. **Material rates:** All manufactures vary in different cost to MSRP ratios, the following guidelines will be used to calculate the estimated equipment costs. These manufactures will be commonly used in most of the projects for the City of Amarillo. Some items by these manufactures are not included with the MSRP discount.

a. Audio Technica microphones	15% off MSRP
b. Atlas Sound	20% off MSRP
c. Bogen Sound	20% off MSRP
d. Cables to Go (C2G)	25% off MSRP
e. Crestron Electronics	0% off MSRP
f. Crown Amplifiers	20% off MSRP
g. Da-Lite Screens	15% off MSRP
h. Extron Electronics	0% off MSRP
i. InFocus projectors and displays	10% off MSRP
j. JBL speakers	20% off MSRP
k. Kramer Electronics	10% off MSRP
l. Liberty wire and cable	15% off MSRP

- | | |
|-----------------------------------|--------------|
| m. Middle Atlantic rack equipment | 10% off MSRP |
| n. Panasonic projectors, displays | 10% off MSRP |
| o. Shure microphones | 15% off MSRP |
| p. Samsung displays | 10% off MSRP |
| q. Sony Electronics | 5% off MSRP |

III. Service calls during warranty period:

AMS will perform warranty service on all workmanship and newly purchased equipment for a period of one year at no additional charge. This includes all parts and labor. Warranty Service is to be performed Monday –Friday during regular business hours of 8:00AM to 5:00 PM. The effective date for the warranty will be determined by the date of the final invoice for the project.

IV. Service Calls after warranty period:

AMS will perform needed repairs at the same labor rate detailed in section II-B described as “Technician Services” for installations.

V. Scheduled maintenance:

Regularly scheduled maintenance of the AV systems may be obtained. The service rate will be identical to those detailed in section II-B described as “Technician Services”.

VI. Training:

AMS will provide operator training on all new projects upon completion of the project at no additional charge. Follow-Up training may be performed at the prevailing technician hourly rate.

VI. Safety:

AMS will abide by all safety regulations required by the City of Amarillo. All technicians will attend regular safety meetings and follow industry approved job site safety.

VII. Payment:

- A. Small Projects: For projects that do not exceed \$10,000 will only require a duly executed purchase order and invoiced upon completion of the project and due within 30 days.
- B. Large Projects: For projects exceeding \$10,000 will require a purchase order and a payment equal to 50% of the total project price. The balance would be invoiced upon completion of the project and due with 30 days

2



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 10, 2020	Council Priority	N/A
Department	Fire Department and Police Department		
Contact	Sam Baucom, Deputy Fire Chief and Chief Price Robinson		

Agenda Caption

Consider Award – 1,318,319.50
 Contact: Sam Baucom, Deputy Fire Chief and Chief Price Robinson
 Award to Casco Industries - \$1,318,319.50
 Consideration to authorize the purchase of Certified NFPA 1981 Compliant Firefighter Self-Contained Breathing Apparatus (SCBA) to replace air-supplying respirator equipment used during fires and other hazardous atmosphere events.

Agenda Item Summary

Amarillo Fire Department currently uses AVON SCBA's, a.k.a. firefighter "airpacks" to provide breathing air during firefighting operations and other immediately dangerous to life and health (IDLH) atmosphere situations in which firefighters may have to enter to provide rescue functions and/or to mitigate the emergency. Per Texas Commission on Fire Protection (TCFP) state regulations, firefighter SCBA's must meet the National Fire Protection Association (NFPA) 1981 Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services, 2018 edition and must be replaced through an evaluative process outlined in the NFPA 1852 Standard on Selection, Care and Maintenance of Open – Circuit Self Contained Breathing Apparatus, 2019 edition. Research, product demos, and field evaluations which comply with NFPA 1852 were conducted to identify the best product for the AFD based upon field evaluations and a standardized rating system. The MSA G1 SCBA and companion products, accessories and spare parts was determined to be the best product for the safety and the needs of Amarillo's firefighters. Through several negotiations and a best-and-final Buyboard Purchasing Cooperative quote the AFD was able to achieve a best value for the MSA products. This purchase will be funded through 2016 Proposition 2 Public Safety Bonds and came in under the projected budget.

The Amarillo Police Department following the recommendation of the Fire Department's Research regarding the best SCBA's. The MSA G1 SCBA and companion products, accessories and spare parts are determined to be the best product for the safety and the needs of the Amarillo Police Department.

Requested Action

Award CASCO Industries the bid for Certified NFPA 1981 Compliant firefighter SCBA's and accessories in the total amount of \$1,249,854.50 for Fire Department

Request award CASCO Industries the bid for the Certified SCBA's and accessories in the amount of \$68,465.00 for the Police Department.

Funding Summary

Amarillo City Council Agenda Transmittal Memo



Fire Department funding source for the firefighter SCBA project is 04600.462040.17400.2040 – Fire Service Improvements.

Police Department funding source for this equipment is 26400.84910 – Seized Funds.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends Approval and Award to CASCO Industries.

Bid No. 6764 FIREFIGHTER SELF-CONTAINED BREATHING APPARATUS(SCBA)
Opened 4:00 p.m., March 2, 2020

To be awarded as one lot

CASCO INDUSTRIES

Line 1 CGA Threaded Remote
connection standard harness with chest
strap, metal, cradle band, adjustable
swiveling lumbar pad, continuous
regulator hose, no EBSS, speaker module
to left chest, pass alarm with telemetry
to right shoulder, rechargeable battery,
per specifications

155 ea

Unit Price \$4,470.000

Extended Price 692,850.00 - - -

Line 2 MSA G1 facepiece, Hycar material
with 4 pt. adjustable head harness, fixed
push to connect, per specifications

297 ea

Unit Price \$246.000

Extended Price 73,062.00 - - -

Line 3 MSA G1 Carbo composite
cylinder, threaded remote connection,
45 min lo-pro, per specifications

390 ea

Unit Price \$814.000

Extended Price 317,460.00 - - -

To be awarded as one lot

CASCO INDUSTRIES

Line 4 Custom logo on cylinder, per specifications

390 ea

Unit Price

Extended Price

- - - -

Line 5 Training for all staff on care and use of G1, train the trainer, 3 days of training and additional assistance with other staff, per specifications

1 ea

Unit Price

Extended Price

- - - -

Line 6 3 days assistance with flow testing by MSA tech John Bell, per specifications

1 ea

Unit Price

Extended Price

- - - -

Line 7 Cares training for technicians per MSA training rep, per specifications

9 ea

Unit Price

Extended Price

- - - -

To be awarded as one lot

CASCO INDUSTRIES

Line 8 Assistance with inventory using
the AIMS system, per specifications

1 ea

Unit Price

Extended Price

- - - -

Line 9 G1 RIT system, 4500, FCPC,
regulator, 6-ft QF & ext II, remote gauge,
URC, per specifications

24 ea

Unit Price

Extended Price

\$3,257.000

78,168.00

- - - -

Line 10 True North L-2 series RIT bag
red, per specifications

26 ea

Unit Price

Extended Price

\$228.000

5,928.00

- - - -

Line 11 True North L series RIT rope bag,
per specifications

25 ea

Unit Price

Extended Price

\$49.000

1,225.00

- - - -

To be awarded as one lot

CASCO INDUSTRIES

Line 12 SARS G1 preaire cadet escape
respirator, kevlar strap carrier
w/shoulder pad, 10min carbon
composite cylinder, 4500psi, no
facepiece, foster stainless steel
disconnect, hard plastic case, per
specifications

6 ea

Unit Price \$1,452.000

Extended Price 8,712.00 - - -

Line 13 Technical recue cart with Snap-
Tite aluminum quick-disconnects, per
specifications

1 ea

Unit Price \$5,112.000

Extended Price 5,112.00 - - -

Line 14 Neoprene hose with stainless
brass fittings-50 ft, per specifications

24 ea

Unit Price \$239.000

Extended Price 5,736.00 - - -

Line 15 Snap-Tite locking socket
assembly, brass(for connecting hose),
per specifications

24 ea

Unit Price \$253.000

Extended Price 6,072.00 - - -

To be awarded as one lot

CASCO INDUSTRIES

Line 16 G1 accessories battery pack, G1,
rechargeable, per specifications

26 ea

Unit Price \$268.000

Extended Price 6,968.00 - - -

Line 17 Kit, charging station, G1, per
specifications

14 ea

Unit Price \$514.000

Extended Price 7,196.00 - - -

Line 18 Flow test adapter for premaire
cadet escape, per specifications

1 ea

Unit Price \$101.500

Extended Price 101.50 - - -

Line 19 Medium pressure flow test hose
for continuous regulators, per
specifications

1 ea

Unit Price \$296.000

Extended Price 296.00 - - -

Line 20 G1 tag reader/writer, per
specifications

2 ea

Unit Price \$496.000

Extended Price 992.00 - - -

To be awarded as one lot

CASCO INDUSTRIES

Line 21 G1 RFID ID tags, per specifications

440 ea

Unit Price \$29.500

Extended Price 12,980.00

Line 22 G1 asset tag reader only for AIMS system, per specifications

1 ea

Unit Price \$404.000

Extended Price 404.00

Line 23 Spectacle kit, G1 facepiece, per specifications

40 ea

Unit Price \$99.000

Extended Price 3,960.00

Line 24 Hard carry case, per specifications

6 ea

Unit Price \$151.000

Extended Price 906.00

Line 25 Allegro face piece bags, per specifications

200 ea

Unit Price \$12.500

Extended Price 2,500.00

To be awarded as one lot

CASCO INDUSTRIES

Line 26 APR adapter kit, G1 facepiece,
per specifications

26 ea

Unit Price \$91.000

Extended Price 2,366.00

Line 27 Type H P100 particulate only
cartridge box of 20, per specifications

2 ea

Unit Price \$361.000

Extended Price 722.00

Line 28 Base station kit for telemetry
w/magnetic antenna, per specifications

4 ea

Unit Price \$1,770.000

Extended Price 7,080.00

Line 29 MSA G1 parts power module,
per specifications

2 ea

Unit Price \$1,865.500

Extended Price 3,731.00

Line 30 Control module, per
specifications

2 ea

Unit Price \$814.000

Extended Price 1,628.00

To be awarded as one lot

CASCO INDUSTRIES

Line 31 Regulator overhaul kit, per specifications

6 ea

Unit Price \$176.500

Extended Price 1,059.00

-

-

-

Line 32 Regulator hose, per specifications

4 ea

Unit Price \$344.500

Extended Price 1,378.00

-

-

-

Line 33 Regulator housing assembly, per specifications

4 ea

Unit Price \$64.000

Extended Price 256.00

-

-

-

Line 34 Regulator-complete, per specifications

1 ea

Unit Price \$871.000

Extended Price 871.00

-

-

-

Line 35 Regulator belt keeper, per specifications

10 ea

Unit Price \$13.500

Extended Price 135.00

-

-

-

Line 36 Threaded remote connection serviceable tunnel shoulder straps labeled-no pass with chest strap, metal cradle band, adjustable swiveling lumbar pad, continuous regulator hose, per specifications

10 ea

Unit Price \$4,470.000

Extended Price 44,700.00

-

-

-

To be awarded as one lot

CASCO INDUSTRIES

Line 37 MSA G1 facepiece, Hycar material with 4 pt adjustable head harness, per specifications

10 ea

Unit Price \$246.000

Extended Price 2,460.00 - - -

Line 38 Carbon composite cylinder, threaded remote connection, per specifications

20 ea

Unit Price \$998.000

Extended Price 19,960.00 - - -

Line 39 Kit, charging station, per specifications

1 ea

Unit Price \$514.000

Extended Price 514.00 - - -

Line 40 Battery pack, rechargeable, per specifications

2 ea

Unit Price \$268.000

Extended Price 536.00 - - -

Line 41 RFID ID Tags(One for each radio to pair bluetooth), per specifications

10 ea

Unit Price \$29.500

Extended Price 295.00 - - -

Line 42 Custom logo on cylinder, per specifications

20 ea

Unit Price

Extended Price - - -

To be awarded as one lot

CASCO INDUSTRIES

Line 43 Training for all staff on care and
use of the G1, 1 day, per specifications

1 ea

Unit Price

Extended Price

-

-

-

-

Bid Total

1,318,319.50

-

-

-

Award by Vendor

1,318,319.50

City

SHREVEPORT



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 10, 2020	Council Priority	Fiscal Responsibility
Department	Solid Waste		
Contact	Raymond Lee – Public Works Director		

Agenda Caption

Consider Landfill Engineering Professional Services Agreement

Agenda Item Summary

This item is for the approval of an agreement with Parkhill, Smith & Cooper for Landfill Professional Services and Operational Review. Services include: Groundwater Monitoring & Reporting, Landfill Gas Reporting & Oversight, Airspace Calculations and Long Term Landfill Development Planning, Texas Commission on Environmental Quality Reporting, and other Miscellaneous On-Call Services

Requested Action

Approval

Funding Summary

Landfill Improvement Fund 430111

Community Engagement Summary

NA

Staff Recommendation

Approval

Bid No. 6763 LANDFILL PROFESSIONAL SERVICES AGREEMENT FOR MONITORING & REPORTING
Opened 4:00 p.m., March 4, 2020

To be awarded as one lot

PARKHILL, SMITH AND
COOPER

Line 1 Landfill professional services and operational review. Groundwater monitoring and reporting. Landfill gas reporting and oversight, airspace calculations and long term landfill development planning, Texas Commission on Environmental Quality Reporting, and other misc on call services, per specifications

1 ea

Unit Price \$383,855.000

Extended Price 383,855.00 - -

Bid Total 383,855.00 ✓ - -

Award by Vendor 383,855.00

City LUBBOCK



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 10, 2020	Council Priority	
Department	City Manager		
Contact	Michelle Bonner, Deputy City Manager		

Agenda Caption

Sale – Property
(Contact: Michelle Bonner, Deputy City Manager)

Sheriff Sale of properties located in Potter County.

Agenda Item Summary

This item authorizes Potter County as the Trustee, to award through a Sheriff Sale property located in Potter County to the highest bidder. The County is requesting authorization of the Sheriff Sale from all taxing entities.

The Sherriff Sale process provides for the taxing entities, depending on the amount of the bids, to recoup all or a portion of delinquent taxes.

Requested Action

Approval of the Sheriff Sale of properties.

Funding Summary

There is no funding associated with this item.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the Sheriff Sale properties.

County of Potter

STATE OF TEXAS
SANTA FE BUILDING

TAX OFFICE
900 S. POLK, SUITE 106
PO BOX 2289
AMARILLO, TEXAS 79105-2289



PHONE: (806) 342-2600
FAX: (806) 342-2637
pcto@co.potter.tx.us

SHERRI AYLOR, PCC
TAX ASSESSOR-COLLECTOR

March 3, 2020

City of Amarillo
Francis Hibbs, City Secretary
P. O. Box 1971
Amarillo, TX 79105-1971

Ms. Hibbs:

Enclosed is a list of Sheriff Sale properties that Potter County, as Trustee, sent out for bid. The bidder who qualified to purchase the property has been highlighted, and we have received their payment for the property. Please place this item on your March 17th agenda for their deed approval and signature(s).

If you would please e-mail a confirmation that this item has been placed on your agenda to katrinaadams@co.potter.tx.us or contact Katrina at #342-2607.

Sincerely,

A handwritten signature in cursive script that reads "Sherri Aylor".

SHERRI AYLOR, PCC
Tax Assessor-Collector

SA/ka

Enclosure

TRUSTEE PROPERTY SALE

MARCH 2, 2020

PROPERTY DESCRIPTION:

R-052-5000-5020

CAUSE # 21001E

TOTAL DUE: \$ 233.78

LOT: 2 BLOCK: 24
NORTH HEIGHTS

1115 NW 21ST AVE

BIDS RECEIVED:

Leonor Guerra	\$	901.00
Alton Hancock	\$	750.00
Ubaldo Armandariz	\$	500.00
Jonathan Jimenez	\$	-0-

PROPERTY DESCRIPTION:

R-069-1000-3586

CAUSE # 21362C

TOTAL DUE: \$ 6,269.21

LOT: 5 BLOCK: 96
SAN JACINTO HEIGHTS

309 N Virginia St

BIDS RECEIVED:

Leonor Guerra	\$	901.00
Ubaldo Armandariz	\$	500.00
Jonathan Jimenez	\$	-0-

PROPERTY DESCRIPTION:

R-069-1000-8896

CAUSE # 20737E

TOTAL DUE: \$ 7,387.84

LOT: 5 BLOCK: 226
SAN JACINTO HEIGHTS

402 S TENNESSEE ST

BIDS RECEIVED:

Leonor Guerra	\$	1,001.00
Ubaldo Armandariz	\$	500.00
Jonathan Jimenez	\$	-0-

PROPERTY DESCRIPTION:

R-069-1000-3418

CAUSE # 21418D

TOTAL DUE: \$ 13,282.34

LOT: 2 BLOCK: 92
SAN JACINTO HEIGHTS

203 N ALABAMA ST

BIDS RECEIVED:

Leonor Guerra	\$	1,001.00
Ubaldo Armandariz	\$	500.00
Jonathan Jimenez	\$	-0-

TRUSTEE PROPERTY SALE

MARCH 2, 2020

PROPERTY DESCRIPTION:

R-082-0820-7110

CAUSE # 20963B

TOTAL DUE: \$ 3,190.03

LOT: 35 & 36 BLOCK: 78
UNIVERSITY HEIGHTS

2424 NW 13TH AVE

BIDS RECEIVED:

Magaly Velasco	\$	3,000.00
Leonor Guerra	\$	201.00
Jonathan Jimenez	\$	-0-

PROPERTY DESCRIPTION:

R-065-3500-3180

CAUSE # 21699D

TOTAL DUE: \$ 40,110.80

LOT: 8 BLOCK: 48
ROBERTS PLACE

4232 SW 15TH AVE

BIDS RECEIVED:

Rhonda Christie Silverman	\$	17,171.71
Hayden & Edgar Anaya	\$	10,000.00
C.F Climer	\$	2,450.00
Leonor Guerra	\$	1,201.00
Jonathan Jimenez	\$	-0-

Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 10, 2020	Council Priority	Consent Agenda
Department	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services		
Agenda Caption			

First reading and public hearing of an ordinance rezoning a 0.30 acre tract of unplatted land in Section 31, Block 9, B.S.&F. Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to General Retail District. (VICINITY: Loop 335 and I-27)

Agenda Item Summary

Area Characteristics

The adjacent zoning consists of Light Commercial Zoning District to the south and Agricultural Zoning District in all other directions.

Adjacent land uses consist of a movie theatre and a hotel to the south and undeveloped land in all other directions.

Analysis

Analysis begins with referring to the Comprehensive Plan's Future Land Use and Character Map, which identifies recommended future land uses. Additionally, consideration as to what impact a particular request may have on area zoning and development patterns as well as conformity to the Neighborhood Unit Concept (NUC) of development.

The Future Land Use and Character Map's recommended development type is General Commercial (GC). This development type calls for a wide range of commercial retail and service related uses. General Retail zoning is an appropriate zoning designation for such recommended uses. It is worth noting that the surrounding area, currently zoned Agricultural District, is also recommended for General Commercial.

With regards to the Neighborhood Unit Concept of Development, this concept calls for more intensive uses such as retail, office, and multi-family development to be located at or near intersections of highly travelled thoroughfares with the intensity of use and/or zoning decreasing inward towards the center/middle of a section. With this site being located adjacent to a major highway intersection, it was the Planning Commission's opinion that the proposed General Retail zoning is appropriate.

Considering the request conforms to the above-mentioned development concept and that retail zoning will allow for recommended development types, Planning Commissioners are the opinion that if approved, the requested zoning designation will not create any negative impacts on surrounding zoning and/or development patterns.

Requested Action/Recommendation

Notices have been sent to all property owners within 200 feet regarding this proposed rezoning. As of this writing, one property owner has contacted staff regarding this rezoning request. The adjacent property owner owns the surrounding land currently zoned Agricultural District and was in favor of the request.

Considering all the above, the Planning and Zoning Commission recommends APPROVAL as presented.

ORDINANCE NO. 7841

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF LOOP 335 AND INTERSTATE 27, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the "Amarillo Comprehensive Plan" on October 12, 2010, which established guidelines in the future development of the community for the purpose of promoting the health, safety, and welfare of its citizens; and

WHEREAS, the Amarillo Municipal Code established zoning districts and regulations in accordance with such land use plan, and proposed changes must be submitted to the Planning and Zoning Commission; and

WHEREAS, after a public hearing before the Planning and Zoning Commission for proposed zoning changes on the property hereinafter described, the Commission filed its final recommendation and report on such proposed zoning changes with the City Council; and

WHEREAS, the City Council has considered the final recommendation and report of the Planning and Zoning Commission and has held public hearings on such proposed zoning changes, all as required by law; and

WHEREAS, the City Council further determined that the request to rezone the location indicated herein is consistent with the goals, policies, and future land use map of the Comprehensive Plan for the City of Amarillo, Texas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO:

SECTION 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. The zoning map of the City of Amarillo adopted by Section 4-10 of the Amarillo Municipal Code and on file in the office of the Planning Director is hereby amended to reflect the following zoning use changes:

Rezoning of a 0.308 acre tract of unplatted land in Section 31, Block 9, B.S.&F. Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District (A) to General Retail District (GR). Further described in Exhibit A.

SECTION 3. In the event this Ordinance or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the Ordinance, and such remaining portions shall continue to be in full force and effect. The Director of Planning is authorized to make corrections and minor changes to the site plan or development documents to the extent that such does not materially alter the nature, scope, or intent of the approval granted by this Ordinance.

SECTION 4. All ordinances and resolutions or parts thereof that conflict with this ordinance are hereby repealed, to the extent of such conflict.

SECTION 5. This ordinance shall become effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 10th day of March, 2020 and **PASSED** on Second and Final Reading on this the 24th day of March, 2020.

Ginger Nelson, Mayor

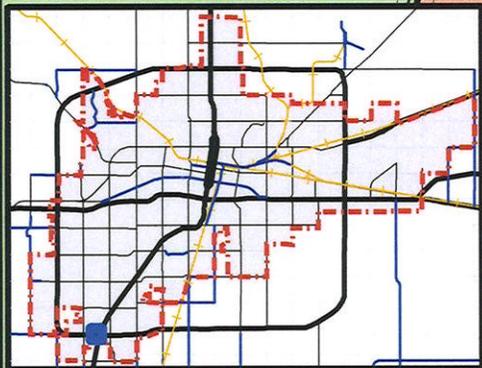
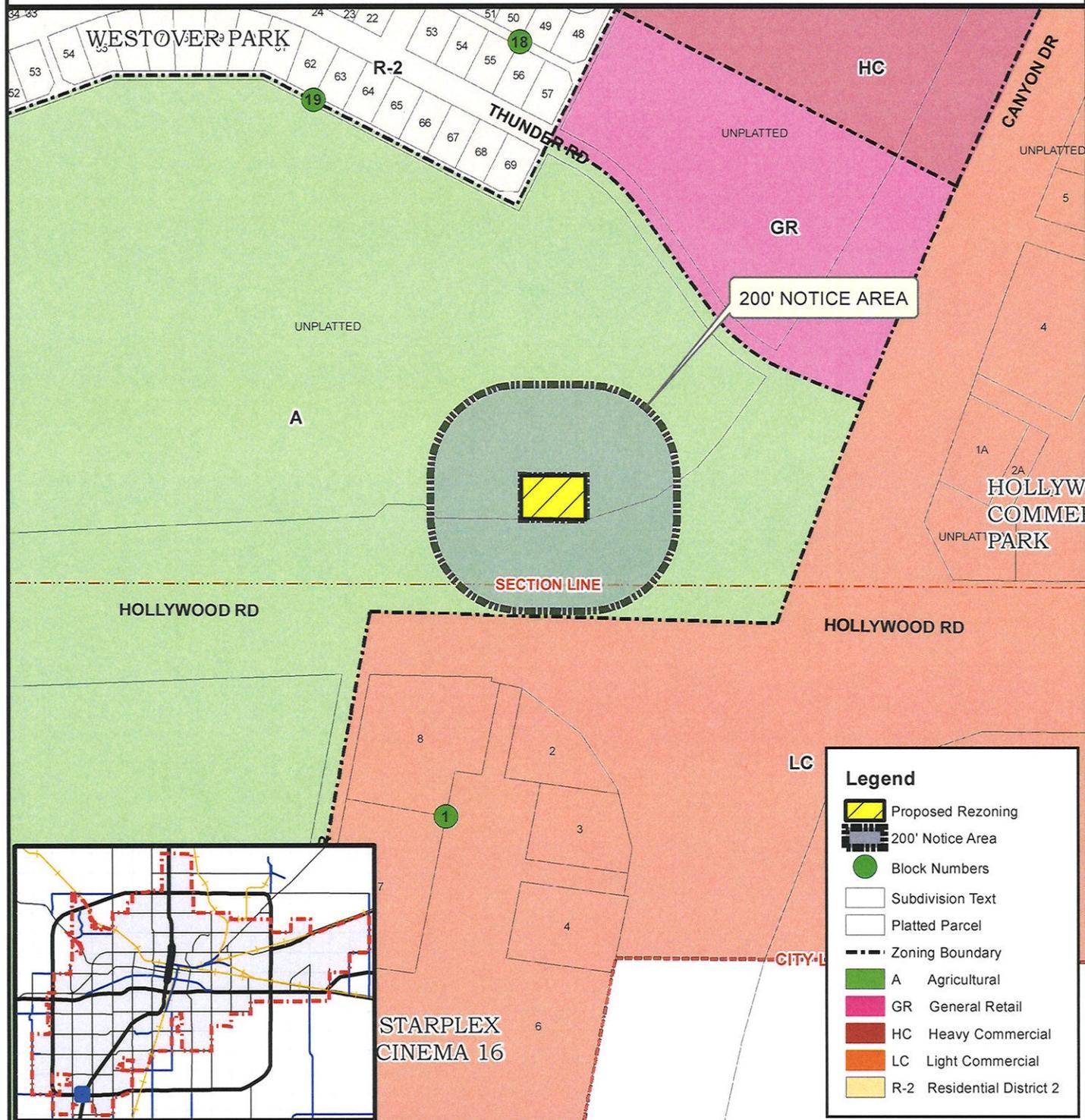
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

Exhibit A



Legend

- Proposed Rezoning
- 200' Notice Area
- Block Numbers
- Subdivision Text
- Platted Parcel
- Zoning Boundary
- A Agricultural
- GR General Retail
- HC Heavy Commercial
- LC Light Commercial
- R-2 Residential District 2

**CITY OF AMARILLO
PLANNING DEPARTMENT**

Rezoning of a .308 acre tract of unplatted land in Section 31, Block 9, BS&F Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District (A) to General Retail District (GR) (Vicinity: Loop 335 & I-27)

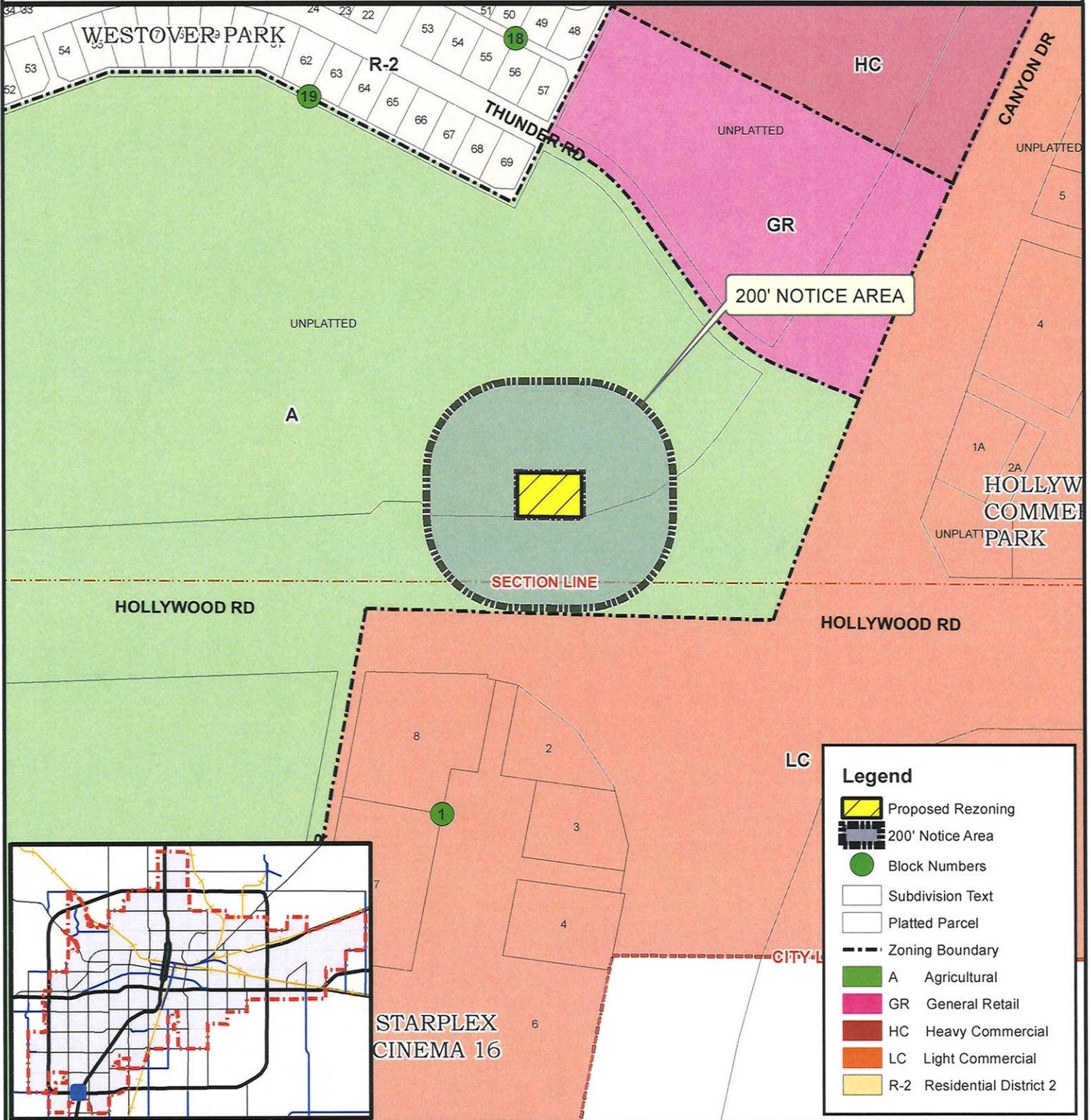
Scale: 1 inch = 300 feet
 Date: 2/11/2020
 Case No: Z-20-02



Applicant: Randy Burkett
 Vicinity: Loop 335 & I-27
 AP: J-17

DISCLAIMER: The City of Amarillo is providing this information as a public service. The information shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable; the City of Amarillo assumes no liability or responsibility for any discrepancies or errors for the use of the information provided.

REZONING FROM A TO GR



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 300 feet
 Date: 2/11/2020
 Case No: Z-20-02



Rezoning of a .308 acre tract of unplatted land in Section 31, Block 9, BS&F Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District (A) to General Retail District (GR) (Vicinity: Loop 335 & I-27)

Applicant: Randy Burkett
 Vicinity: Loop 335 & I-27

AP: J-17

DISCLAIMER: The City of Amarillo is providing this information as a public service. The information shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable; the City of Amarillo assumes no liability or responsibility for any discrepancies or errors for the use of the information provided.

Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 10, 2020	Council Priority	Economic Development
Department	Civic Center		
Contact	Sherman Bass, Civic Center Manager		

Agenda Caption

RESOLUTION – AUTHORIZING THE CITY TO SEEK AND DISTRIBUTE STATE FUNDS FOR THE 2020 WORKING RANCH COWBOYS ASSOICATION’S WORLD CHAMPIONSHIP RANCH RODEO:
 (Contact: Sherman Bass, Civic Center Manager)

This resolution authorizes the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes for the qualifying event.

Agenda Item Summary

This item allows the City of Amarillo as the host community to apply for State Funds through the Special Event Trust Fund for the 2020 World Championship Ranch Rodeo.

Requested Action

Council consideration and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

The City partners with the Working Ranch Cowboys Association and the Amarillo Chamber of Commerce Convention and Visitors Council to host this event.

Staff Recommendation

Staff recommendation is to approve the resolution for the 2020 World Championship Ranch Rodeo so the Event Trust Fund application may be submitted.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO: AUTHORIZING THE CITY MANAGER TO SEEK AND DISTRIBUTE STATE FUNDS, PURSUANT TO ARTICLE 5190.14, SECTION 5C OF THE TEXAS REVISED CIVIL STATUTES, A QUALIFYING EVENT; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, the Working Ranch Cowboy Association has selected Amarillo, Texas as the site for its 2020 World Championship Ranch Rodeo event, despite enticements to take that event to another state; and,

WHEREAS, the City of Amarillo, as the host community of the Working Ranch Cowboy Association event and other eligible events (hereafter “event” whether singular or plural), and

WHEREAS, that event may be eligible to receive some funding as an eligible event from Special Event Trust Funds (hereafter, “Trust Fund”) pursuant to Tex. Rev. Civ. Stat., Art. 5190.14, Sec. 5C (hereafter, “Sec. 5C”);

WHEREAS, the City of Amarillo and the State of Texas may benefit directly from this state law by utilizing state funds to augment local incentives for the purpose(s) of retaining events in our city and our state that are being courted by other cities located in other states, and by enhancing these events so that they have more prestige and draw more contestants and attendees; and

WHEREAS, Sec. 5C allows for the use of any funds received from state under this law to offset direct expenditures related to the event.

WHEREAS, the City of Amarillo, and the State of Texas may benefit indirectly from this state law by an increase in tourism resulting from the retention or the attraction of events to our city and state that will likely have the effect of:

- An increase in utilized hotel rooms, which has a positive impact on the Hotel Occupancy Tax; and
- An increase in general sales and consumption, which has a positive impact on the local and state sales tax; and
- An increase in the length of time an event is in Amarillo facilities, which increases the local facility rental revenue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS THAT:

SECTION 1. The City Manager is authorized to submit an application to the Office of the Governor’s Economic Development & Tourism Division to seek state funds, pursuant to Sec. 5C for the purpose of utilizing any funds received to assist in enhancing the Working Ranch Cowboy Association’s World Championship Ranch Rodeo, and other eligible events, with a goal of increasing participation and attendance and benefiting the economy of the City of Amarillo and the State of Texas. Further, the City Manager is authorized to negotiate a contract with the Working Ranch Cowboy Association specifically as to any state funds received through Sec. 5C with the explicit guidance that the application and the

contract be developed so as to maximize the state funds coming back to the City to support the World Championship Ranch Rodeo and other eligible events.

SECTION 2. That should any part of this resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

SECTION 3. That should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

SECTION 4. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this _____ day of _____, 2020.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 10 th , 2020	Council Priority	Public Safety
Department	Amarillo Police Department		
Contact	Asst. Chief Ken Funtek		

Agenda Caption

RESOLUTION – FY2021 PROJECT SAFE NEIGHBORHOODS (PSN) PROGRAM GRANT APPLICATION

Contact: Asst. Chief Ken Funtek

Consider approval of a resolution authorizing the City Manager to apply for FY2021 PSN grant funds to implement projects to improve shooting investigations and reduce gun violence in the city.

Agenda Item Summary

The FY2021 PSN grant application for the City of Amarillo will request grant funds to add capacity to investigations of shootings and add technology in the form of license plate readers to improve investigations and track violent fugitives:

- Establish a shooting response team of detectives and crime scene technicians who will respond as a team 24/7 to every shooting to conduct and immediate investigation. This will be an overtime assignment.
- Procure license plate reader technology, both fixed and mobile. This technology will be used to track violent offenders in real time data and historically. The technology can also be used to identify stolen vehicles, or vehicles flagged by Amber alerts.

Requested Action

Consider approval of a resolution authorizing the City Manager to apply for FY2021 PSN grant funds for a project titled “Shooting Response Team Supported by License Plate Reader Program” to enhance the Project Safe Neighborhoods Program (PSN) for FY 2021 to implement a pro to improve shooting investigations and reduce gun violence in the city.

Funding Summary

The FY2021 PSN grant application for the City of Amarillo will request grant funds:

- Overtime allocation for shooting response team
- Purchase of license plate reader technology

Community Engagement Summary

This project is an auxiliary to the Project Safe Neighborhoods (PSN) program that was established in 2019. PSN includes periodic community engagement alongside our federal, state and county law enforcement partners, including attendance at community outreach events (health fairs and back to school event.)

Staff Recommendation

City Staff recommends that City Council adopt the resolution authorizing the City Manager to apply

Amarillo City Council Agenda Transmittal Memo



for FY2021 grant funds for a project titled “Shooting Response Team Supported by License Plate Reader Program” to enhance the Project Safe Neighborhoods Program (PSN) for FY 2021 to implement a pro to improve shooting investigations and reduce gun violence in the city.

RESOLUTION NO. 03-10-20-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS (“CITY”) AUTHORIZING THE SUBMISSION OF AN FY2021 APPLICATION TO THE GOVERNOR’S CRIMINAL JUSTICE DIVISION (CJD); AND DESIGNATING THE CITY MANAGER TO ACT AS THE CITY’S AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO CITY’S PARTICIPATION IN THE CJD GRANT PROGRAM; AND PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, the City Council finds it in the best interest of the City of Amarillo’s citizens to apply for grant funding for a project titled, “Shooting Response Team Supported by Licensed Plate Reader Program,” to enhance the project Safe Neighborhoods Program (PSN) for the FY2021; and

WHEREAS, the City Council has established its eligibility to apply for and receive funding through the FY2021 PSN grant program; and

WHEREAS, the City of Amarillo agrees to provide applicable matching funds for the said project as required by the Project Safe Neighborhoods grant application; and

WHEREAS, the City of Amarillo agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Amarillo assures that such funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council designates the City Manager as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS THAT:

Section 1. The City Council does hereby approve the submission of the grant application for the Project Safe Neighborhoods Program FY2021 to the Office of the Governor.

Section 2. Should any part of this Resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this Resolution.

Section 3. Should any word, phrase, or part of this Resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

Section 4. This Resolution shall be effective on and after its adoption.

PASSED AND APPROVED this 10th day of March, 2020.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED:

Bryan McWilliams, City Attorney

D



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 10, 2020	Council Priority	Best Management Practices Infrastructure
Department	Water Utilities		
Contact	Floyd Hartman, Assistant City Manager		

Agenda Caption

Consider approval of the Revised Agreement for Sale and Purchase of Water between the City of Amarillo and Southwestern Public Service Company.

Agenda Item Summary

This revised agreement is for the continued sale of reclaimed water to Southwestern Public Service Company which operates Nichols and Harrington electric power generation plants to provide electric service to their customers. The reclaimed water is provided from the City of Amarillo's River Road and Hollywood Road Water Reclamation Plants. This agreement also outlines the construction and operation of the new wastewater treatment equipment to be installed by Southwestern Public Service Company at the River Road and Hollywood Road WRP to treat the effluent to satisfy standards for the Biological Nutrient Removal (BNR) of the reclaimed water. The revised agreement replaces the original agreement signed in 2004.

Requested Action

Requesting approval for Revised Agreement for Sale and Purchase of Water to Southwestern Public Service Company.

Funding Summary

This agreement outlines the terms the sale of reclaimed water to Southwestern Public Service Company.

Community Engagement Summary

This project is an ongoing cooperative effort between Southwestern Public Service Company, the City of Amarillo, TCEQ, Water Districts and multiple other stakeholders resulting in over 3 billion gallons of water reused each year.

Staff Recommendation

City Staff is recommending approval of the revised Water Supply Agreement.

REVISED AGREEMENT FOR SALE AND PURCHASE OF WATER

THIS AGREEMENT ("Agreement") is made this ____ day of _____, 2020 ("Effective Date") by and between the City of Amarillo, Texas, a municipal corporation situated in Potter and Randall Counties, Texas ("City"), and Southwestern Public Service Company, a New Mexico Corporation ("SPS"). Each entity is at times hereinafter referred to individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, City owns and operates municipal water and sanitary sewer systems that provide water and sewer service to residential, commercial, and industrial customers within the City's municipal boundaries and the immediate surrounding area; and

WHEREAS, SPS operates electric power generation plants located near the City known as Harrington Station and Nichols Station (collectively, the "Nichols/Harrington Complex"), which provide electric service to customers within the City's municipal boundaries and the surrounding area; and

WHEREAS, the Parties acknowledge that the generating plants at the Nichols/Harrington Complex have a critical need for a reliable supply of adequate volumes of water, and the Parties desire to enter into this Agreement to assure that SPS's water needs are satisfied; and

WHEREAS, the City and SPS are parties to the "Agreement for Sale and Purchase of Water" dated July 20, 2004 (the "Original Agreement"), pursuant to which SPS conveyed certain water rights to City, City constructed a pipeline and pump station to convey water to the Nichols/Harrington Complex, and SPS purchases water from City for use at the Nichols/Harrington Complex; and

WHEREAS, the Parties desire to amend the Original Agreement to provide for construction and operation of additional treatment facilities for some of the water sources that are provided by the City to SPS, and to provide for continued delivery of water by the City for cooling, industrial, and other related purposes at the Nichols/Harrington Complex to SPS; and

WHEREAS, the City and SPS have determined that it is in their mutual best interest to terminate the remainder of the term of the Original Agreement and enter into the following Agreement.

NOW THEREFORE, in consideration of the mutual covenants in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. **DEFINITIONS:** In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings unless otherwise expressly provided herein:

- 1.1. BOD: Biochemical Oxygen Demand.
- 1.2. Coordinating Committee: the committee established pursuant to Section 12 below.
- 1.3. CRMWA: Canadian River Municipal Water Authority.
- 1.4. CRMWA Pipeline: The existing pipeline that delivers water from the CRMWA system to the Nichols/Harrington Complex.
- 1.5. CRMWA Replacement Water: Water delivered from the CRMWA system by the City in lieu of Effluent at City's option pursuant to Section 4.4.
- 1.6. CRMWA Supplemental Water: Water delivered from the CRMWA system by City in addition to Effluent deliveries at SPS's request pursuant to Section 5.
- 1.7. Effluent: Treated sewage effluent produced from the City's River Road and Hollywood Road Wastewater Treatment Plants and the New WWTE, and any additional wastewater treatment plants constructed by City, meeting the minimum quality parameters set forth in Section 7 and delivered to the Nichols/Harrington Point of Delivery by City pursuant to Section 4.
- 1.8. Emergency Water: water deliverable by the City through the CRMWA Pipeline pursuant to Section 8 below, not to exceed Ten Million (10,000,000) gallons per day.
- 1.9. Force Majeure: an event, casualty, occurrence, condition or circumstance of any kind or nature reasonably beyond the control of a Party, having a direct, material adverse effect on such Party's ability to perform any of its obligations under this Agreement, in full or in part, and which, with the exercise of due care, such Party could not reasonably have been expected to avoid, including, but not limited to, acts of God, acts or omissions of any governmental authority, war, blockage, insurrection, riot, sabotage, strike, slow-down or labor dispute (even if such difficulties could be resolved by conceding to the demands of a labor group), fire, explosion, flood, nuclear emergency, epidemic, landslide, earthquake or similar cataclysmic occurrence, hurricane, tornado, storm, or other extreme or severe weather conditions.
- 1.10. mg/l: Milligrams per Liter.
- 1.11. New WWTE: The wastewater treatment equipment to be constructed by SPS on City property at the River Road and Hollywood Road wastewater treatment plants and used to provide additional treatment of Effluent by City prior to delivery of the Effluent to SPS as further described in Section 3 below.
- 1.12. Nichols/Harrington Complex: The Nichols Generating Station and the Harrington Generating Station.
- 1.13. Nichols Point of Delivery: The location where Effluent is delivered to the Nichols water treatment plant from the Hollywood Road waste water treatment plant and the River Road waste water treatment plant, as shown on Exhibit A.

1.14. TSS: Total Suspended Solids

2. PROVISIONS RELATED TO ORIGINAL AGREEMENT

2.1. The Parties agree that this Agreement supersedes and replaces the Original Agreement, which is no longer in force or effect as of the Effective Date of this Agreement, except as provided in Section 2.3 below.

2.2. The Parties acknowledge that the sale of certain water rights by SPS to City as provided in Section II of the Original Agreement was completed.

2.3. Section III of the Original Agreement contemplated that the City would construct a pipeline and pump station to convey reclaimed water from the City's Hollywood Road Wastewater Treatment Plant to the Nichols/Harrington Complex. The Parties acknowledge that the City constructed these facilities in compliance with Section 3.1 of the Original Agreement, and SPS fully satisfied all reimbursement requirements pursuant to Section 3.3 of the Original Agreement. City will convey to SPS all right, title and interest in such facilities in compliance with Section 3.4 of the Original Agreement.

2.4. Notwithstanding the conveyance of ownership of the pipeline and pump station to SPS as provided in Section 3.4 of the Original Agreement, the City shall continue to operate, maintain, and use the pipeline and pump station for delivery of water to the Nichols/Harrington Complex for industrial, cooling, and related purposes in accordance with this Agreement. This Agreement does not address potable water supplies, which are provided separately.

3. CONSTRUCTION AND OPERATION OF NEW WASTEWATER TREATMENT EQUIPMENT

3.1. New WWTE. It is understood that a new supplemental wastewater treatment equipment will need to be constructed at the existing River Road waste water treatment plant and Hollywood Road waste water treatment plant. SPS's engineering consultants will design and construct the New WWTE, and City will operate and maintain the New WWTE, pursuant to the terms and conditions of this Agreement. During construction of the new WWTE, the Parties will coordinate to ensure no interruption of delivery of Effluent to the Nichols/Harrington Complex.

3.2. Location.

3.2.1. The New WWTE shall be constructed at the locations shown on Exhibit B. These locations are on land owned by City, at the River Road waste water treatment plant and the Hollywood Road waste water treatment plant. City consents to SPS constructing the New WWTE on its property at these locations, once all necessary permits and approvals have been obtained.

3.3. Design Criteria.

3.3.1. The New WWTE will be designed and constructed to have a throughput capacity of 11 million gallons per day (“m.g.d.”) at the River Road waste water treatment plant and 12 m.g.d. at the Hollywood Road waste water treatment plant.

3.3.2. The New WWTE will treat effluent that has already been treated by the existing Hollywood Road and River Road waste water treatment plants. The New WWTE will be designed and constructed to treat effluent to satisfy the following standards for certain constituents, to the extent that such treatment is not accomplished by the Hollywood Road and River Road waste water treatment plants. The New WWTE shall not be required to be designed or constructed to treat any other constituents in the effluent water that is delivered to it.

3.3.2.1. BOD shall be less than 25 mg/l.

3.3.2.2. TSS shall be less than 25 mg/l.

3.3.2.3. Free Chlorine shall be not less than 0.1 mg/l in a sample when it is tested fifteen (15) minutes after the sample is taken.

3.3.2.4. Total Nitrogen shall be less than 5 mg/l.

3.3.3. Design and Construction Defects. To SPS and City’s knowledge the design of the New WWTE is free of any design defects that would inhibit the New WWTE’s ability to function according to the design criteria described in Section 3.3.1 and 3.3.2. if operated and maintained properly, and the New WWTE will be constructed in accordance with those designs. Therefore, neither SPS nor City shall make any claim in any court or other tribunal against the other Party, its subsidiaries, parent companies, or affiliates based on any alleged defects in the design or construction of the New WWTE. This Paragraph does not preclude either Party from making any claims available to them against any other person or entity that is not a party to this Agreement regarding any design or construction defects of the New WWTE. In the event that the New WWTE does not function correctly, the Parties shall make good faith efforts to address the issue through the Coordinating Committee as provided in Section 12.

3.4. SPS Responsibilities Regarding New WWTE.

3.4.1. SPS has procured engineering and design services for the New WWTE.

3.4.2. SPS shall be responsible for obtaining all necessary permits and approvals for constructing the New WWTE on City-owned property and at the location shown on Exhibit B.

3.4.3. SPS shall be responsible for construction of the New WWTE. SPS will retain all necessary contractors and manage the construction process to ensure that the New WWTE is constructed in compliance with the approved designs.

3.4.4. SPS shall be responsible for all costs for design and construction of the New WWTE, as well as all initial testing of the New WWTE to ensure that it functions to design specifications and to meet the design criteria described in Section 3.3.2 above, before the New WWTE is placed into service.

3.4.5. During the term of this Agreement, SPS shall lease the New WWTE to the City, pursuant to the Lease Agreement attached hereto as Exhibit C. The Lease Agreement shall be executed and effective upon substantial completion of construction of the New WWTE.

3.4.6. Upon the termination or expiration of this Agreement the Lease Agreement shall terminate pursuant to its terms, and SPS shall convey ownership of the New WWTE to City, without warranty of any kind, by bill of sale.

3.5. City Responsibilities Regarding New WWTE.

3.5.1. City shall approve all final design drawings and specifications for the New WWTE prior to construction.

3.5.2. City shall be responsible for obtaining any additional permits and modifying any existing permits related to operating the River Road and Hollywood Road wastewater treatment plants and the New WWTE, including but not limited to any permits issued by the Texas Commission on Environmental Quality. While SPS is responsible for obtaining all necessary permits and approvals for constructing the New WWTE on City-owned property and at the locations shown on Exhibit B as provided in Section 3.4.2, City shall reasonably cooperate with SPS to obtain such permits and approvals.

3.5.3. During construction of the New WWTE, City shall reasonably cooperate with SPS and its contractor to provide access to City property for purposes of construction. City shall also take reasonable steps to ensure that Effluent deliveries to the Nichols/Harrington Complex are not interrupted during construction, such as providing Effluent from the River Road wastewater treatment plant when the pipeline from the Hollywood Road waste water treatment plant is disconnected, and vice-versa. During construction of the new WWTE, SPS and City shall coordinate to allow for reasonable access and observation of construction by both City and SPS in a manner that does not interfere with construction progress.

3.5.4. Upon completion of construction of the New WWTE, City shall review and approve the New WWTE and confirm that the New WWTE was constructed to the specifications required by this Agreement. City may designate or retain any outside consultants it deems appropriate to assist in its review and approval pursuant to this Section.

3.5.5. During the term of this Agreement, City shall lease the New WWTE from SPS, pursuant to the Lease Agreement attached hereto as Exhibit C. Pursuant to the Lease Agreement, City shall be responsible for all operation, repair, and maintenance of the New WWTE. Upon the termination or expiration of this Agreement, the Lease Agreement shall terminate pursuant to its terms and City shall accept title to the New WWTE upon conveyance by SPS as described in Section 3.4.6 above.

4. DELIVERY OF EFFLUENT

4.1. Effluent to be delivered to SPS. City agrees to make available for sale and delivery to SPS all Effluent produced by the City in excess of the City's commitment to provide 1,680 acre feet of Effluent per year to the Curry Ranch, but in no event less than 17.5 MGD from May 1 through September 30 of each year or less than 14.6 MGD from October 1 through April 30 of each year. The minimum delivery pressure of Effluent (or other water sources described below) shall be 10 psi at the Nichols Point of Delivery. SPS will communicate general forecasts of average water needs to City through the Coordinating Committee described in Section 12. If in the future, City expands the capacity of City's River Road or Hollywood Road Waste Water Treatment Plants, or if the City constructs any new waste water treatment plants, SPS shall have the right of first refusal for all, or any portion, of the additional volumes of available Effluent produced by the City. In the event that the City constructs a new waste water treatment plant that may affect the availability of Effluent in the amounts contemplated by this Agreement, the Parties agree to engage in good faith discussions regarding whether a water storage reservoir could be constructed on City property to address such supply issues. These discussions shall take place through the Coordinating Committee as provided in Section 12 below.

4.2. Priority Right to Effluent. Notwithstanding the City's obligation to deliver 1,680 acre feet of reclaimed water to the Curry Ranch, during the months of May through September SPS shall be entitled to up to 100% of the available Effluent, but in no event less than 17.5 MGD. City shall make such Effluent available to SPS prior to other uses such as aquifer storage and recovery, irrigation deliveries, or other uses.

4.3. Order of Usage. SPS agrees to reasonably endeavor to take all Effluent available from the River Road waste water treatment plant before taking Effluent available from the Hollywood Road waste water treatment plant, except in the event that water quality parameters are not satisfied from the River Road waste water treatment plant as described in Section 7. Any Effluent made available to SPS by the City but not taken by SPS may be used or sold by the City for any purpose it chooses. However, the City's ongoing obligation to make water available to SPS pursuant to his Agreement shall not be reduced.

4.4. Substitution for CRMWA Replacement Water.

4.4.1. City may at any time substitute CRMWA Replacement Water for Effluent, to meet City's requirements for deliveries to SPS required by Section 4.1 above.

4.4.2. In the event that City determines that it will deliver CRMWA Replacement Water, such deliveries shall be coordinated with SPS as far in advance as is practicable to ensure that water quality parameters do not affect SPS operations.

4.4.3. In the event that CRMWA Replacement Water is substituted for Effluent, City shall ensure that the delivery schedule is not altered such that it impacts normal operations of the Nichols/Harrington Complex.

4.4.4. The Parties acknowledge that CRMWA Replacement water is only currently deliverable to the Harrington power plant, as shown on Exhibit D. If City substitutes CRMWA Replacement Water for Effluent, City shall continue to concurrently supply sufficient Effluent to the Nichols Point of Delivery as well to ensure that both power plants receive a

sufficient amount of water. SPS is responsible for allocating Effluent to each power plant once it is delivered to the Nichols Point of Delivery.

5. CRMWA SUPPLEMENTAL WATER

5.1. CRMWA Supplemental Water to be Made Available. The City hereby agrees to make available for sale and delivery to SPS up to 2 MGD of CRMWA Supplemental Water in addition to the Effluent and/or CRMWA Replacement Water the City is required to make available for delivery to SPS under this Agreement.

5.2. Availability of CRMWA Supplemental Water. City shall deliver the requested amount of CRMWA Supplemental Water up to 2 MGD, unless such deliveries would result in a shortage of potable supplies for City's municipal water system. In that event, City shall inform SPS of the amount of CRMWA Supplemental Water that is available and deliver that amount.

6. RATES AND COSTS

6.1. Effluent Rate.

6.1.1. Initial Rate. The initial rate for Effluent delivered to SPS shall be \$0.19 per 1,000 gallons commencing on the Effective Date of this Agreement.

6.1.2. Adjustment. The Parties agree that the initial rate for Effluent shall be adjusted annually for inflation, beginning in 2021, based on the change in the United States Bureau of Labor Statistics Consumer Price Index - All Urban Consumers, South Region (1982-1984=100) ("CPI"). The reference period for each adjustment will be January of the first year of the preceding period. For example, for the adjustment to be made in 2021, the calculations shall be as follows: $[(\text{CPI for January 2021} - \text{CPI for January 2020}) \div \text{CPI January 2020} \times 100 = \text{percent change in price}]$. If the CPI is discontinued, a substitute index mutually acceptable to the Parties will be used. In addition, if there is an annual increase in the City's actual chemical costs to chlorinate the Effluent and power costs to pump the Effluent for delivery to SPS, and the percentage increase in such costs per 1,000 gallons delivered exceeds the CPI percentage adjustment, then the rate for Effluent shall be increased by such additional amount over and above the CPI adjustment. For example, if the CPI calculation results in a 3% increase, and it is calculated that the power and chemical costs per 1,000 gallons increased by 5% over the prior year, then the total annual adjustment shall be 3% + 2% of the calculated power and chemical costs per 1,000 gallons delivered to SPS. The Coordinating Committee shall be responsible for calculating the adjustment rate each year, and shall prepare written confirmation of the adjusted rate to the Parties.

6.2. CRMWA Replacement Water Rate. The rate for CRMWA Replacement Water shall be the same as the current rate for Effluent during the term of this Agreement.

6.3. CRMWA Supplemental Water Rate.

6.3.1. Initial Rate. The initial rate for CRMWA Supplemental Water shall be \$1.59 per 1,000 gallons commencing on the Effective Date of this Agreement.

6.3.2. Adjustment. The Parties agree that the rate for the CRMWA Supplemental Water shall be adjusted annually so that it will be increased by the same amount that CRMWA increases its charge for the lowest cost of water available to the City per 1,000 gallons.

6.4. Extraordinary O&M Expenses. If during any calendar year the City's total cost to operate and maintain the pipelines and pump stations used to deliver reclaimed water to the Nichols/Harrington Complex from the City's River Road and Hollywood Road Wastewater Treatment Plants, exceeds Fifty Thousand Dollars (\$50,000.00) SPS shall reimburse the City for a portion of such additional expenses in proportion to the three year average pro-rata amount of water delivered to the Nichols/Harrington Complex via the pipelines. For example, if in one year there is an extraordinary expense of \$10,000.00, and SPS received an average of fifty percent of all water delivered through the pipelines over the prior three calendar years, then SPS would be responsible for payment of \$5,000.00.

7. WATER QUALITY

7.1. Parameters. All Effluent delivered to SPS under this Agreement shall:

- a. Have a pH within the range of 6.8 to 9.0.
- b. Contain less than 25 mg/l of TSS.
- c. Be treated with chlorine in such quantities so that a total chlorine residual of not less than 0.1 mg/l can be detected in a sample of such water being delivered at the Nichols Point of Delivery when it is tested fifteen (15) minutes after the sample is taken.
- d. Have a 5-day carbonaceous BOD of less than 25 mg/l at the Nichols Point of Delivery.
- e. Contain less than 1,500 mg/l of dissolved solids.
- f. Contain less than 5 mg/l total Nitrogen.

7.2. Price Reduction if Parameters are not Met: If the Effluent delivered to SPS fails to meet the quality standards set forth in Section 7.1, the following rates and penalties shall apply:

7.2.1. For all Effluent that has a pH lower than 6.8 or higher than 9.0 as determined by testing described in Section 7.3 below, SPS shall pay City a total price of only one cent (\$0.01) per one thousand (1,000) gallons.

7.2.2. For all Effluent that fails to conform to the quality standards for TSS or BOD set forth in Sections 7.1(b) and (d), determined by testing described in Section 7.3.1 below, the following percentage penalties shall apply to reduce the rate then in effect:

SS or BOD

Penalty

25-30 mg/l	10%
31-35 mg/l	20%
36-40 mg/l	30%
41-50 mg/l	50%
50+ mg/l	100%

7.3. Testing.

7.3.1. Test procedures for the analysis of the Effluent delivered shall comply with procedures specified in 40 CFR Part 136 or Standard Methods for the Examination of Water and Wastewater. Testing for each of the water quality parameters described in Section 7.1 shall be performed by City at City's sole expense at least once every fifteen (15) days, or more frequently, at City's option. Testing for the parameters set forth in Subsection 7.1(a) shall use random samples representative of the Effluent delivered to SPS at the Nichols Point of Delivery. Testing for the parameters set forth in Subsections 7.1(b)-(e) above shall use a composite of samples obtained hourly over any twenty-four (24) hour period from a point prior to the injection of chlorine. The results of all tests shall be promptly provided to SPS.

7.3.2. For purposes of testing for total Nitrogen levels, four in-line automated Nitrogen analyzers ("Nitrogen Analyzers") shall be installed. SPS shall install two Nitrogen Analyzers at the locations where treated effluent is discharged from both the River Road and Hollywood Road waste water treatment plants. City shall operate and maintain these two Nitrogen Analyzers. SPS shall also install a Nitrogen Analyzer on SPS's side of each pipeline delivering Effluent from the Hollywood Road and the River Road waste water treatment plants (the "SPS Nitrogen Analyzers"), which SPS shall operate and maintain. In the event that either of the SPS Nitrogen Analyzers shows total Nitrogen levels of 5 mg/l or more for any forty-eight (48) hour period, then SPS shall notify City, and City shall make all reasonable efforts to correct such noncompliance within twenty-one (21) days. If Effluent from either the River Road or Hollywood Road waste water treatment plant does not comply with this total Nitrogen limit for twenty-one (21) days or longer, then City shall provide all Effluent from the other functioning waste water treatment plant and/or Replacement CRMWA Water (so long as water from those sources satisfies the parameters of Subsection 7.1(f)) until the noncomplying waste water treatment plant is repaired to satisfy the required parameters.

7.4. Access.

7.4.1. The City shall be allowed reasonable access to the Nichols/Harrington Complex during normal business hours to collect samples of Effluent at the Nichols/Harrington Complex at a point beyond the Nichols Point of Delivery; provided, however, that the City shall give SPS reasonable advance notice, that such access shall not disrupt or interfere with the normal operation of SPS's business, and that the City shall comply with SPS's safety and security requirements while on SPS property.

7.4.2. SPS shall be allowed reasonable access to the New WWTE during normal business hours to monitor the functioning of the New WWTE and confirm its operation consistently with this Agreement; provided, however, that SPS shall give the City reasonable advance notice, that such access shall not disrupt or interfere with the normal operation of the City's operation of the New WWTE, and that SPS shall comply with the City's safety and security requirements while on City property.

7.5. Additional Testing Requested by SPS. SPS may from time to time, but not more frequently than three times annually, unless good cause is shown, request the City to test at the City's sole expense samples of Effluent collected at the Nichols/Harrington Complex at a point or points beyond the Nichols Point of Delivery. The results of all additional tests shall be promptly provided to SPS.

8. EMERGENCY WATER

8.1. SPS Emergency Need. If at any time, SPS's need for Effluent and CRMWA Supplemental Water exceeds 100% of the water available, City agrees to make emergency water available to SPS. In this event, SPS shall pay the City for the emergency water an initial rate of \$0.75 per 1000 gallons. The initial rate for emergency water shall be increased or decreased annually based on CRMWA's actual increase or decrease in the lowest cost for water available to the City.

8.2. City Delivery System Failure. In the event of mechanical failure of the City's waste water treatment plants or water delivery pipelines, or pump stations, or other force majeure event that restricts or prevents the City from delivering Effluent to SPS in accordance with Section 4, City agrees to make emergency water available to SPS to replace the reclaimed water that would otherwise have been delivered to SPS. In this event, SPS shall pay the City for the emergency water the same rate that it otherwise would have paid for reclaimed water.

9. TERM

9.1. Term. The term of this Agreement shall begin on the Effective Date and shall continue through December 31, 2040.

9.2. Extension by the Parties. The Parties shall have the option to extend the term of this Agreement for additional terms of five (5) years each, upon mutual agreement. If SPS desires to extend the Agreement, it shall notify City in writing at least 90 days prior to the end of the initial term, and any extended term, of its desire to extend the term.

9.3. Termination. SPS shall have the sole option to terminate the Agreement during the term in the event that it no longer needs Effluent for the Nichols/Harrington Complex. SPS shall provide the City with three years' notice if it intends to terminate the Agreement prior to the end of the initial term or any extended term. In the event City desires to terminate the Agreement, the Parties agree to discuss such proposal through the Coordinating Committee as provided in Section 12.4 below.

10. BILLING AND PAYMENT

10.1. Invoicing. City shall submit an invoice to SPS, on or before the 10th day of each calendar month, for the water delivered to SPS during the preceding month. City's invoice will set forth the quantities of water delivered by type, the price and the total amount due from SPS.

10.2. Payment. SPS shall remit payment for the undisputed amount of City's invoice by the 20th day following receipt of City's invoice.

10.3. Disputed Amounts. The Parties shall cooperate to resolve any dispute as to amounts due hereunder in a timely manner. If, after a dispute has been resolved, SPS has made an overpayment, City shall promptly pay to SPS the amount of overpayment, and if SPS has made an underpayment, then SPS shall promptly pay City the amount of the underpayment.

11. METERING

11.1. Metering. City shall, at its sole expense, provide and maintain sufficient metering equipment, to meter all water taken by SPS under this Agreement with an accuracy of +/- 1.5%. The meter accuracy shall be determined prior to installation by an independent party acceptable to both Parties. SPS has the right at its sole expense to install and maintain check metering equipment, but billing shall be by the City meter.

11.2. Calibration. City shall, at its expense inspect, test and calibrate all City owned meters at least annually. The meter shall be checked for calibration errors prior to any adjustments or repairs being made to the meter. This calibration check shall be made at a minimum of 5 points within the range of the meter. City shall provide SPS with reasonable advance notice of, and permit SPS or its designee to witness and verify such inspections, tests and calibrations. SPS may request additional meter inspections and tests at any time. The reasonable and actual expense of any requested additional inspection or testing shall be borne by SPS unless, upon such inspection and testing a meter is found to measure inaccurately by more than plus or minus 1.5%. Errors discovered during calibration greater than plus or minus 1.5% must be corrected by re-calibration or repair to reduce the error to the plus or minus 1.5% range. Meter errors greater than plus or minus 2% will require a correction to prior billings. It shall be assumed that this error occurred for one half of the period since the date of the most recent test showing the meter to be accurate, and the date the error was discovered. The billing correction shall be made regardless of the direction of the error. SPS shall at its expense inspect, test, and calibrate its check meter(s) at least annually.

11.3. Meter Out of Service. If a meter fails to register the volume of water delivered during any period of time, the amount of water delivered during such period will be estimated by agreement of the Parties based on amounts delivered during similar periods under substantially similar conditions, unless meter readings are available from check meters installed by SPS, in which case the SPS check meter readings will be used.

12. COORDINATING COMMITTEE

12.1. Coordinating Committee Established. During the term of this Agreement, the Parties shall form a Coordinating Committee for the purposes of: a) cooperation and exchange of information related to operation of the Agreement; b) regular consultation regarding administrative, technical, and operational matters; c) communicating general non-binding

forecasts for water use at the Nichols/Harrington Complex for planning purposes; d) determining the appropriate rate adjustments calculated as provided in this Agreement; e) discussing potential cooperation regarding a water storage reservoir if City constructs a new wastewater treatment plant; f) informal discussion and efforts to resolve any disputes related to the Agreement; and g) coordination regarding construction activities, executing the Lease Agreement, and transitioning from construction to operation of the New WWTE.

12.2. Membership of Coordinating Committee. Each Party shall be entitled to appoint two representatives as members of the Coordinating Committee. SPS and City will each designate their representatives to the Coordinating Committee with written notice to the other within thirty days from the Effective Date of this Agreement. Each Party may change one or both of its representatives at any time, upon written notice to the other Party.

12.3. Meeting Schedule. The members of the Coordinating Committee shall determine a mutually acceptable meeting schedule, and the Coordinating Committee shall hold at least two meetings per year.

12.4. Discussion of Agreement Terms. At least once every five years during the term of this Agreement, the Coordinating Committee shall discuss whether this Agreement is functioning as well as expected or desired by the Parties, and whether any amendments to this Agreement may be appropriate for consideration. If the Coordinating Committee determines that any amendments are advisable, the committee members shall present such recommendations to the Parties for consideration. Any amendment to this Agreement shall only be by written agreement of the Parties, as provided in Section 13.4 below. The Parties are under no obligation to execute any amendment to this Agreement for any reason, including but not limited to any recommendations of the Coordinating Committee. In the event that City desires to terminate the Agreement, the Parties agree to conduct good faith discussions through the Coordinating Committee regarding whether such termination or modification can be accomplished in a manner that ensures that the Nichols/Harrington Complex maintains a sufficient water supply satisfactory to SPS, and allows SPS to satisfactorily recover its investment in the New WWTE.

13. MISCELLANEOUS

13.1. Compliance with Laws and Regulations. City shall produce Effluent, CRMWA Replacement Water, CRMWA Supplemental Water, and Emergency Water and SPS shall use and dispose of such water in accordance with the requirements of applicable state and federal laws and regulations.

13.2. Performance. This Agreement is entered into and performable in Potter and Randall Counties, Texas.

13.3. Appropriation. All expenditures by City detailed or contemplated in regards to this Agreement are subject to Amarillo City Council appropriation.

13.4. Notices. All notices shall be deemed, made and given to each Party hereto when such notices are made in writing and sent by e-mail, first class mail, or hand delivered. The City's address for notice under this Agreement is as follows:

Director of Utilities
City of Amarillo
P.O. Box 1971
Amarillo, TX 79105-1971
E-Mail:Jonathan.Gresham@amarillo.gov

SPS's addresses for notice under this Agreement are as follows:

Southwestern Public Service Company
Director, Harrington Station
8400 N. Lakeside Drive
Amarillo, TX 79108
E-Mail:Dennis.Buchanan@xcelenergy.com

And

Southwestern Public Service Company
Water Resources Department
1800 Larimer Street, Suite 1300
Denver, CO 80202
E-Mail: Richard.l.belt@xcelenergy.com

The Parties may change their designated notice recipients by giving notice to the other as provided for above.

13.5. Modification. This Agreement and any of its terms can only be amended, supplemented, waived, or modified by an instrument in writing signed by the Party against whom enforcement of the amendment, supplement, waiver, or modification is sought.

13.6. No Implied Waiver. The failure or delay of either Party to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the other Party of any of the provisions hereof, shall neither be construed to be a waiver of such provisions nor affect the validity of this Agreement or any part hereof or the right of such Party thereafter to enforce each and every such provision.

13.7. Force Majeure. If either Party shall be unable to carry out any of its obligations under this Agreement, in full or in part, due to an event of force majeure, this Agreement shall remain in effect but the affected Party's obligations shall be suspended for a period equal to the disabling force majeure circumstances, together with a period of time reasonably required to remedy any damage caused by such circumstances; provide, however, that:

- (a) The impaired Party (i) gives the other Party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, (ii) continues to furnish timely regular reports with respect thereto during the period of force majeure and (iii) provides notice of the termination of the force majeure event;

- (b) The suspension of performance is of no greater scope and of no longer duration than is reasonably required by the force majeure;
- (c) No obligation of either Party that arose before the force majeure causing the suspension of performance shall be excused as a result of the force majeure;
- (d) The impaired Party uses its reasonable efforts to remedy its inability to perform and to mitigate, in an expeditious manner, any losses to the other Party, which such Party could not, with the exercise of reasonable efforts, avoid.

13.8. Audit. City shall maintain books and records relating to its performance under this Agreement in order that this Agreement can be adequately administered. SPS shall have the right to enter upon the premises of the City at reasonable times for the purpose of examining and auditing all books and records relating to City's performance under this Agreement. All invoices and billings shall be conclusively presumed final and accurate unless objected to in writing, with adequate explanation or documentation, within two years after the month of initial billing.

13.9. Compliance with Laws. This Agreement will be construed in accordance with and governed by the laws of the State of Texas. This Agreement and all provisions herein will be subject to all applicable federal and state statutes, rules, orders, and regulations. In the event any state or federal law, order or regulation is enacted or amended during the term of this Agreement, which impacts the performance of this Agreement, then this Agreement shall be deemed amended to comply with the law, order, or regulation. In the event of any conflict between the terms of this Agreement and any franchise agreement in effect between City and SPS, the terms of this Agreement shall control.

13.10. Indemnity. City agrees to assume entire responsibility and liability, to the fullest extent permitted by law, for all damages to property and all damages or injuries to all persons, arising from or in any manner connected with, the City's performance of this Agreement, or occurring or resulting from the use by City, its agents or employees, of materials, equipment or other property, owned or operated by City prior to the point of delivery. City further agrees to obtain, maintain, and pay for such general liability insurance coverage and endorsements, or provide self-insurance, as will ensure the provisions of this Section. Nothing herein creates rights or confers a benefit upon any third party. Nothing herein shall be construed as a waiver or release of City's immunity or other defenses provided by law. Certificates of Insurance, or a verification of self-insurance, shall be provided to SPS at the commencement of this Agreement and annually thereafter. Any certificates of insurance shall show that the insurers waive subrogation against SPS and its affiliates, and their officers, directors, and employees.

13.11. Time of the Essence. In recognition of the critical nature of the supply of water to the Nichols/Harrington Complex, the Parties agree that time is of the essence in the performance of this Agreement.

13.12. Agreement Approval. This Agreement is subject to the approval of any regulatory authorities that may now or hereafter have jurisdiction regarding this Agreement.

13.13. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

13.14. Venue, Dispute Resolution, and Attorney Fees. In the event that litigation becomes necessary to enforce or construe this Agreement, then the parties agree that venue and jurisdiction properly rests in a state district court of Potter County, Texas or if a federal court matter, then in the U.S. District Court, Northern District of Texas, Amarillo Division. The Parties agree that, prior to filing suit, they shall first attempt to resolve the dispute informally, then by mediation, with each party bearing one-half the costs of such mediation. In the event a lawsuit proceeds to judgment, then the prevailing party shall be entitled to recover its reasonable attorney fees and costs of litigation from the other party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

SOUTHWESTERN PUBLIC SERVICE COMPANY
A New Mexico Corporation

By: _____

Name: David T. Hudson _____

Title: President _____

Date: _____

CITY OF AMARILLO, TEXAS
A Texas Municipal Corporation

By: _____

Name: _____

Title: _____

Date: _____

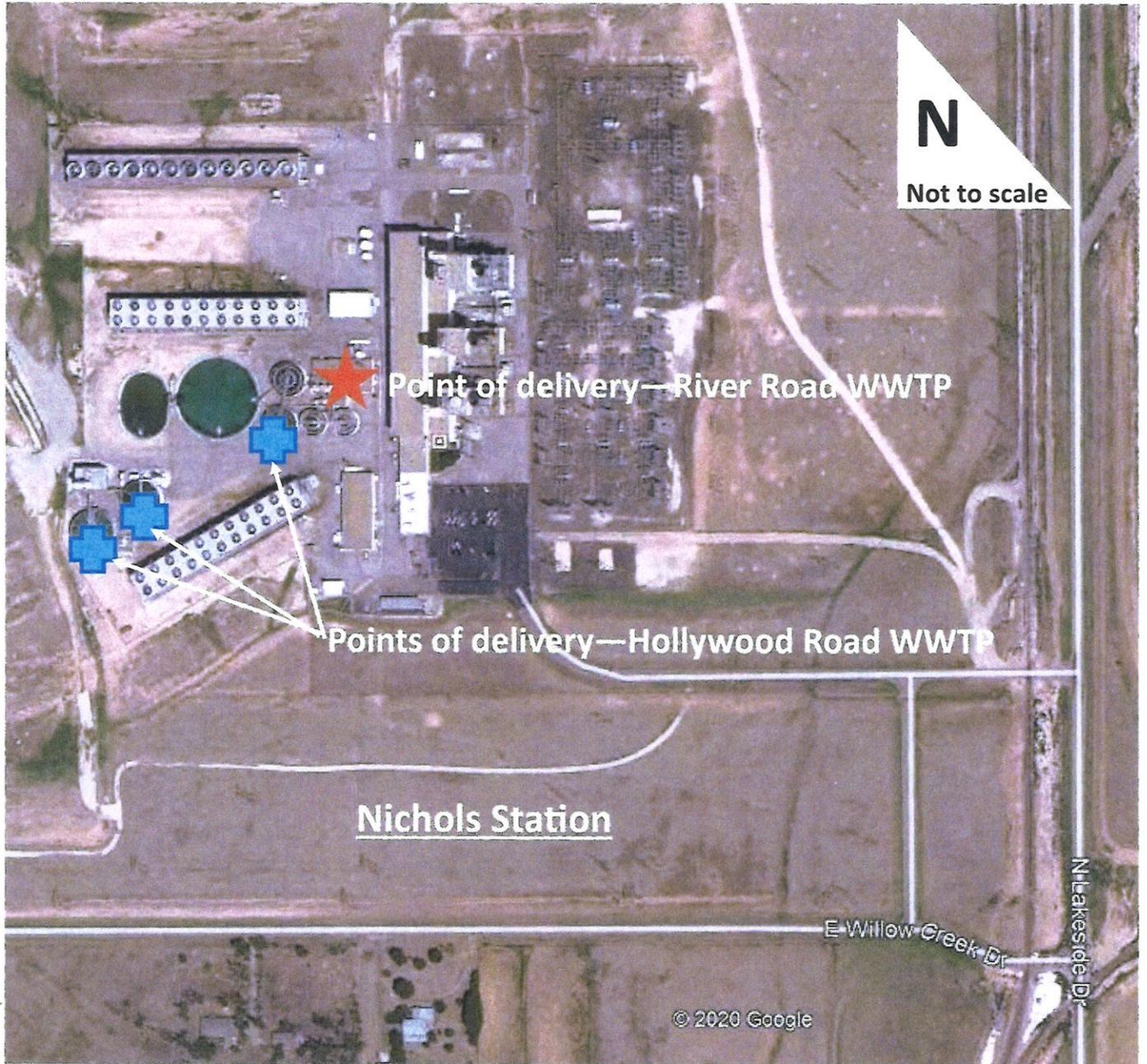


Exhibit A: Point of Delivery for treated effluent from the City of Amarillo

The point of delivery for treated effluent from the City of Amarillo River Road wastewater treatment plant is the Nichols Station Water Treatment building, designated by a red star, with secondary delivery points on the north side of the reactors located south of the treatment building. The three points of delivery for the Hollywood Road wastewater treatment plant for both Nichols and Harrington Stations are located on the south side of each water treatment reactor, designated by a blue crosses in this exhibit.

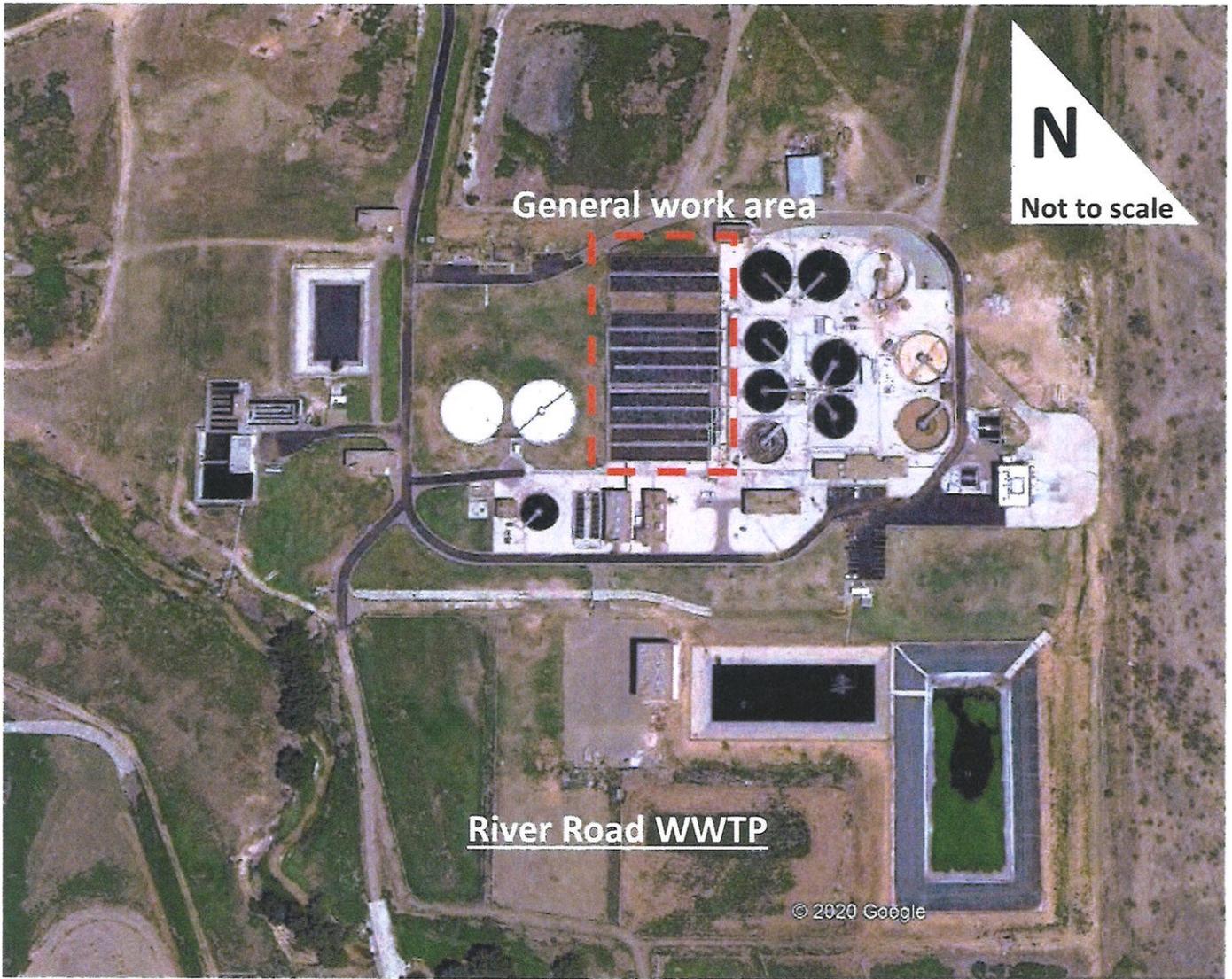


Exhibit B: River Road Wastewater Treatment Plant Location of Improvements

The area depicted by the red dashed line is the location of the principal improvements, but other areas may also contain improvements and there may be further areas which need to be accessed by the Contractor to complete the work. The Contractor's final site access and work limits will be established in conjunction with the City of Amarillo.

WASTEWATER TREATMENT EQUIPMENT LEASE AGREEMENT

This **WASTEWATER TREATMENT EQUIPMENT LEASE AGREEMENT** (this “Lease”) is entered into as of _____, 2020 (“Effective Date”), by and between **Southwestern Public Service Company**, a New Mexico Corporation (“Lessor”) and **the City of Amarillo, Texas**, a municipal corporation situated in Potter and Randall Counties, Texas (“Lessee”). Lessor and Lessee are individually referred to in this Agreement as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, Lessor and Lessee separately executed the Revised Agreement for Sale and Purchase of Water, on _____, 2020 (the “Water Agreement”); and

WHEREAS, the Water Agreement provides for Lessor to install new wastewater treatment equipment on Lessee’s property at the River Road and Hollywood Road wastewater treatment plants, which will be used to provide additional treatment of Effluent by Lessee prior to delivery of the Effluent to Lessor as provided in the Water Agreement (“New WWTE” or “WWTE”); and

WHEREAS, the Water Agreement provides for Lessee to operate and maintain the New WWTE during the term of the Water Agreement, pursuant to this Lease.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained in this Agreement, the Parties agree as follows:

LEASE AGREEMENT

1. **DEFINITIONS:** Unless separately defined herein, all capitalized terms in this Lease shall have the same meaning as provided in the Water Agreement.
2. **LEASE:** Lessor leases to Lessee and Lessee leases from Lessor the WWTE on the terms set forth in this Lease.
3. **EQUIPMENT LOCATION:** During the term of this Lease, one of the WWTE units will be located at the River Road wastewater treatment plant, and the other WWTE unit will be located at the Hollywood Road wastewater treatment plant.
4. **TERM:** This Lease is effective as of the Effective Date described above, and shall remain in effect so long as the Water Agreement is in effect. Upon the termination or expiration of the Water Agreement, this Lease shall automatically expire.
5. **INSTALLATION:** Lessor will be responsible for installation of the WWTE pursuant to the terms of the Water Agreement.

6. USE, OPERATION, AND CONDITION: Lessee will use the WWTE in a safe and careful manner for the WWTE's intended use and will comply with all laws, ordinances, and regulations which apply to the use and operation of the WWTE. Lessee will pay all operating costs of the WWTE including, but not limited to, electricity, operating labor, repair materials and labor, maintenance materials and labor, and supplies. Lessee will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance of the WWTE. Lessee, at its expense, will keep the WWTE in a condition of good repair and operate and maintain the Equipment in a competent and prudent manner. Lessor will not be liable for any loss of Gas, liquids, minerals, or production that may result from Lessee's operation of the Equipment.

7. ALTERATIONS: Lessee will not make any alterations, additions or improvements to the WWTE without Lessor's prior written consent. Nothing in this Article 7 shall impair Lessee's right to perform routine maintenance and repair of the Equipment without the consent of the Lessor.

8. LEASE FEE: Lessee will pay an annual lease fee (the "Lease Fee") beginning thirty (30) days after the Effective Date. The Lease Fee will be ten dollars (\$10.00) per year.

9. INGRESS AND EGRESS; INSPECTION:

9.1. Lessee will provide ingress and egress to the WWTE location and to the WWTE for all purposes under this Lease. The WWTE will not be removed from the Hollywood Road or River Road wastewater treatment plants without Lessor's prior written consent. Lessor will have the right to enter upon the Hollywood Road and River Road wastewater treatment plants during reasonable business hours and at other times that are acceptable to Lessee to inspect the WWTE or observe its use and operation. If the condition of the WWTE is determined by Lessor, in its reasonable opinion, to be in disrepair, damaged, or operated in an abusive or destructive manner as a result of Lessee's violation of Article 6 herein, then Lessor will have the right to demand repair of the WWTE and the cessation of abusive or destructive operations by written notification to Lessee, and Lessee will immediately place the WWTE in good repair and discontinue all abusive or destructive operations of the WWTE. The cost of all such repairs will be paid by Lessee. If within thirty (30) days of such demand Lessee has not completed the repairs or ceased said abusive or destructive operations, then Lessor may make all repairs deemed necessary by Lessor, and Lessee will reimburse Lessor for the cost of the repairs.

9.2. Lessor agrees to release, defend, indemnify, and hold Lessee and its affiliated entities and the officers and employees of all of them harmless from and against any Claims/Liability (as defined below) resulting from Lessor's inspection of the WWTE or entrance upon the Hollywood Road and River Road wastewater treatment plants as provided for in Section 9.1.

10. TITLE; LIENS AND TAXES

10.1. During the term of this Lease, title to the WWTE is vested and at all times will remain vested in Lessor.

10.2. Lessee will keep the WWTE free and clear of all liens and encumbrances except those created under this Lease or with prior written approval of the Lessor. Lessee will pay, when due, all charges, ad valorem, use and other taxes applied or assessed by local, state and federal taxing authorities upon Lessee's lease, possession, or use of the WWTE, excluding, however, all taxes on or measured by Lessor's income.

11. REGULATORY: Lessee will be responsible for any and all necessary regulatory permits and filings, including application costs and emission fees, related to the installation and operation of the WWTE. If additional equipment is required, or becomes required, to control, measure, or monitor emissions, Lessor and Lessee will mutually agree upon terms under which Lessor would provide the additional equipment.

12. INDEMNIFICATION: To the fullest extent permitted by law, Lessee agrees to release, defend, indemnify, and hold Lessor and its affiliated entities and the officers and employees of all of them (collectively, "Indemnitees") harmless from and against any liability, losses, damages, causes of action, administrative law actions and orders, penalties, fines, costs (including, but not limited to, reasonable attorneys' fees), claims, or strict liability claims (collectively, "Liability/Claims") arising out of or in any way incident to Lessee's possession, negligent use or operation of the WWTE provided hereunder, on account of personal injuries, death, damage to property, or damage to the environment, regardless of whether such harm is to Indemnitees. or any other person or entity.

Notwithstanding anything to the contrary contained in this Agreement Lessor and Lessee agree that the responsibility for pollution and contamination arising out of or in any way incident to Lessee's possession, use or operation of the WWTE will be as follows:

TO THE FULLEST EXTENT ALLOWED BY LAW, LESSEE WILL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND WILL PROTECT, DEFEND AND INDEMNIFY LESSOR FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, RESULTING FROM LESSEE'S NEGLIGENCE, ARISING FROM (I) NOISE, ODORS OR AIR EMISSIONS, (II) POLLUTION OR CONTAMINATION, OR (III) FAILURE TO OBTAIN OR MAINTAIN NECESSARY REGULATORY PERMITS OR FILINGS.

13. RISK OF LOSS; DAMAGE; DESTRUCTION: Lessee assumes all risk of loss of or damage to the WWTE caused by or resulting from acts of God, crime, fire, vandalism, and/or the acts or omissions of Lessee, and no such loss of or damage to the WWTE will relieve Lessee of the obligation to pay the Lease Fee or to perform any other obligation under this Agreement. If any item of WWTE is damaged, Lessee will apply the proceeds of any insurance recovery to the cost of the repair. If Lessor determines that any item of WWTE is lost, stolen, destroyed or damaged beyond repair, Lessee at its option will: (a) replace the item with equipment in good repair; or (b) pay Lessor an amount equal to the value of the WWTE.

14. NOTICES: All notices, including but not limited to invoices, required to be served under this Agreement must be in writing and served by (a) personal or overnight delivery

service, (b) U.S. certified or registered mail, or (c) electronic mail, and must be addressed as follows:

LESSOR:

Southwestern Public Service Company
Director, Harrington Station
8400 N. Lakeside Drive
Amarillo, TX 79108
E-Mail: Dennis.Buchanan@xcelenergy.com

And

Southwestern Public Service Company
Water Resources Department
1800 Larimer Street, Suite 1300
Denver, CO 80202
E-Mail: Richard.l.belt@xcelenergy.com

LESSEE:

Director of Utilities
City of Amarillo
P.O. Box 1971
Amarillo, TX 79105-1971
E-Mail: Jonathan.Gresham@amarillo.gov

The Parties may change their designated notice recipients by giving notice to the other as provided for above.

15. EVENTS OF DEFAULT

15.1. The term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events:

- (a) Lessee fails to make payment of any Lease Fee or any other payment due in accordance with the terms of this Lease, and any such failure continues for sixty (60) days after the due date;
- (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under this Lease and such failure is not cured, or good faith efforts are made to achieve such cure in a timely manner within twenty (20) days after written notice by Lessor; and
- (c) Lessee's breach of Article 6.

15.2. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, terminate this Lease and/or exercise any and all rights, remedies and privileges which are available to it under applicable laws of the State of Texas or any other applicable law to enforce the terms of this Lease, and recover damages for the breach of this Lease. In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

16. ASSIGNMENT: Lessee will not assign, transfer, pledge, hypothecate, sublet, grant any security interest in or otherwise dispose of this Lease or the WWTE in whole or any part without Lessor's prior written consent. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the permitted heirs, executors, administrators, successors and assigns of the Parties.

17. GOVERNING LAW: This Agreement will be construed in accordance with, and governed by the laws of the State of Texas. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS LEASE.

18. ENTIRE AGREEMENT; WAIVER: This Lease constitutes the entire agreement between the Parties with respect to the lease of the WWTE, and this Lease will not be modified, amended, altered or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof will not operate as a waiver of any subsequent breach thereof.

19. SURVIVABILITY: The obligations of the Parties set forth in Articles 12 and 15 will survive the expiration or earlier termination of this Agreement.

20. APPROPRIATIONS: All expenditures contemplated or detailed in this Lease are subject to appropriation by the Amarillo City Council. No terms or provisions of this Lease shall be construed to obligate the Lessee to spend monies from the general fund.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

LESSOR:

SOUTHWESTERN PUBLIC SERVICE COMPANY
A New Mexico Corporation

By: _____
Name: David T. Hudson
Title: President
Date: _____

LESSEE:

CITY OF AMARILLO, TEXAS
A Texas Municipal Corporation

By: _____
Name: _____
Title: _____
Date: _____



Exhibit D: Points of Delivery for water delivered from the Canadian River Municipal Water Authority (CRMWA)

The points of delivery for water delivered by the City of Amarillo from the CRMWA aqueduct to Harrington Station are located on the north side of the Unit 1 and Unit 3 make-up water ponds , designated by a red star in this exhibit.